CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, August 18, 2026

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

THE CITY COUNCIL PUBLIC MEETINGS ARE CONDUCTED IN THE COUNCIL CHAMBER UNLESS OTHERWISE NOTICED BEFOREHAND. MEMBERS OF THE PUBLIC MAY PARTICIPATE IN-PERSON, BY ZOOM, eCOMMENT OR EMAIL.

4:30 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.

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://redondo.zoomgov.com/webinar/register/WN_EUCfpV6eQya3PYFTvssxfw
After registering, you will receive a confirmation email containing information about joining the meeting.
If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press *6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON THE WEBSITE AGENDA PAGE:
https://redondo.granicusideas.com/meetings
1) Public comments can be entered before and during the meeting.
2) Select a SPECIFIC AGENDA ITEM to enter your comment;
3) Public will be prompted to Sign-Up to create a free personal account (one-time) and then comments may be added to each Agenda item of interest.
4) Public comments entered into eComment (up to 2200 characters; equal to approximately 3 minutes of oral comments) will become part of the official meeting record.

EMAIL: TO PARTICIPATE BY WRITTEN COMMUNICATION, EMAILS MUST BE RECEIVED BEFORE 3:00 P.M. THE DAY OF THE MEETING (EMAILS WILL NOT BE READ OUT LOUD): Written materials pertaining to matters listed on the posted agenda received after the agenda has been published will be added as supplemental materials under the relevant agenda item. Public comments may be submitted by email to cityclerk@redondo.org. Emails must be received before 3:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting.

4:30 P.M. - CLOSED SESSION - ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

B. ROLL CALL

C. 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.

D. 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.

E. RECESS TO CLOSED SESSION

E.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:
Redondo Beach City Employee Association v. City of Redondo Beach
Case No: LA-CE-1892-M

E.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:
Cornelia Blakely v. City of Redondo Beach, and Does 1 through 25, inclusive
Case Number: 24TRCV02937

E.3. 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, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:

207 N Harbor Dr, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
Christopher Bredesen

UNDER NEGOTIATION:
Lease Terms

F. RECONVENE TO OPEN SESSION

G. ROLL CALL

H. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

I. 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. SPECIAL MEETING OF THE REDONDO BEACH HOUSING 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 18, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING

OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. July 14, 2026
B. July 21, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30717-30729 IN THE AMOUNT OF $16,547.72, PD. 7/31/26
DIRECT DEPOSIT 315121-315769 IN THE AMOUNT OF $2,502,809.14, PD. 7/31/26
CHECKS 30730-30743 IN THE AMOUNT OF $15,858.74, PD. 8/14/26
DIRECT DEPOSIT 315770-316421 IN THE AMOUNT OF $2,513,822.56, PD. 8/14/26
EFT/ACH $487,783.79, PD. 8/10/26 (PP2615)

ACCOUNTS PAYABLE DEMANDS
CHECKS 125856-126141 IN THE AMOUNT OF $3,449,417.55
REPLACEMENT DEMAND 125855

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE A FOURTH AMENDMENT TO THE AGREEMENT WITH CHARGEPOINT, INC. TO ADD $15,380 IN EV CHARGING SUBSCRIPTION FEES AND SERVICES AND TO EXTEND THE TERM TO DECEMBER 3, 2027

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

2. APPROVE A THIRD AMENDMENT TO THE AGREEMENT WITH PETDATA, INC. FOR DOG LICENSING SERVICES TO EXTEND THE TERM THROUGH OCTOBER 18, 2026 FOR A MINIMUM MONTHLY SERVICE FEE OF $1,000 (ESTIMATED EXPENDITURE FOR THE TERM IS $2,000) TO ALLOW FOR ADDITIONAL TIME TO COMPLETE THE EVALUATION AND CONTRACTING PROCESS RELATED TO RFP#2526-007 FOR DOG LICENSING SERVICES

CONTACT: STEPHEN SPRENGEL, POLICE CHIEF

H.6. APPROVE THE AGREEMENT FOR LEGAL SERVICES WITH LOWER & KESNER, LLP

CONTACT: JOY A. FORD, CITY ATTORNEY

H.7. APPROVE THE 2026 PUBLIC TRANSIT AGENCY SAFETY PLAN FOR BEACH CITIES TRANSIT PER FEDERAL TRANSIT ADMINISTRATION GRANT REQUIREMENTS

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

H.8. APPROVE A TRANSIT SERVICES AGREEMENT WITH THE CITY OF HERMOSA BEACH FOR THE OPERATION OF BEACH CITIES TRANSIT LINE 109 FOR THE

PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 AND A FEE OF $19,761

APPROVE A TRANSIT SERVICES AGREEMENT WITH THE CITY OF EI SEGUNDO FOR THE OPERATION OF BEACH CITIES TRANSIT LINE 109 FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 AND A FEE OF $69,152

ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2608-069, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-27 BUDGET MODIFICATION TO ALLOCATE $69,152 FROM THE CITY OF EL SEGUNDO AND $19,761 FROM THE CITY OF HERMOSA BEACH, FOR A TOTAL OF $88,913 FOR BEACH CITIES TRANSIT LINE 109 COST SHARING, TO THE CITY'S TRANSIT FUND

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

H.9. AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR ASSEMBLY BILL 2296, WHICH IF APPROVED BY THE STATE, WOULD PROVIDE CITIES MORE TIME TO PROCESS THEIR HOUSING ELEMENTS

AUTHORIZE THE MAYOR TO SIGN LETTERS OF OPPOSITION TO ASSEMBLY BILL 1751, WHICH IF APPROVED BY THE STATE, WOULD REQUIRE LOCAL GOVERNMENTS TO MINISTERIALLY APPROVE TOWNHOMES THAT ARE LESS THAN THREE STORIES IN MULTIFAMILY ZONES AND VACANT SINGLE-FAMILY ZONES REGARDLESS OF COMPLIANCE WITH STATE CERTIFIED HOUSING ELEMENTS; AND SENATE BILL 1117, WHICH IF APPROVED BY THE STATE, WOULD LIMIT IMPACT FEES CITIES CAN COLLECT FOR ACCESSORY DWELLING UNITS LARGER THAN 750 SQUARE FEET

AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT ENCOURAGING THE GOVERNOR TO SIGN SENATE BILL 922, WHICH IF APPROVED BY THE STATE, WOULD ALLOW CITIES TO RECOVER STREET MAINTENANCE AND REPAIR COSTS CAUSED BY HEAVY ESSENTIAL PUBLIC SERVICE VEHICLES

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

H.10. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-070, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO RAQUEL BUTLER INSURANCE SERVICES, LLC

APPROVE A LEASE WITH RAQUEL BUTLER INSURANCE SERVICES, LLC FOR THE PREMISES AT 113 W. TORRANCE BLVD., SUITE 100, FOR THE TERM AUGUST 18, 2026 TO AUGUST 17, 2029

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

H.11. APPROVE AN AMENDMENT TO THE AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. TO INTEGRATE PARKING CITATION DATA FOR AN ADDITIONAL YEARLY COST OF $7,400, FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF $103,900, FOR THE EXISTING TERM THROUGH JULY 8, 2027

APPROVE AN AMENDMENT TO THE AGREEMENT WITH TURBO DATA SYSTEMS, INC FOR THE INTEGRATION OF PARKING CITATION DATA WITH THE

PEREGRINE PLATFORM FOR AN ADDITIONAL YEARLY COST OF $1,250, AND A NEW ANNUAL EXPENDITURE TOTAL ESTIMATED AT APPROXIMATELY $148,000, FOR THE EXISTING TERM THROUGH AUGUST 4, 2028

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.12. DECLARE THE FOLLOWING COMMISSION POSITION VACANT BASED ON ABSENCES FROM 3 OR MORE MEETINGS SINCE OCTOBER 1, 2025, PURSUANT TO REDONDO BEACH MUNICIPAL CODE SECTION 2-9.107(7) AND;

AUTHORIZE THE CITY CLERK TO POST A NOTICE OF VACANCY FOR THE PUBLIC AMENITIES COMMISSION POSITION

CONTACT: ELEANOR MANZANO, CITY CLERK

H.13. RECEIVE AND FILE THE CITY TREASURER'S FOURTH QUARTER 2025-26 REPORT

CONTACT: EUGENE SOLOMON

H.14. RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY THE CITY COUNCIL ON MAY 5, 2026

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

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 FORMATION OF THE MEASURE FP CITIZENS' OVERSIGHT COMMITTEE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-071, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA CREATING THE MEASURE FP CITIZENS' OVERSIGHT COMMITTEE TO REVIEW AND REPORT ON EXPENDITURES MADE FROM GENERAL OBLIGATION BOND PROCEEDS TO REBUILD AND RENOVATE THE CITY'S KEY PUBLIC SAFETY FACILITIES

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

N.2. DISCUSSION AND POSSIBLE ACTION ON THE CITY'S BUSINESS LICENSE TAX COLLECTION PROCESS AND FEE STRUCTURE FOR SPECIAL EVENT VENDORS

CONTACT: STEPHANIE MEYER, FINANCE 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:
Redondo Beach City Employee Association v. City of Redondo Beach
Case No: LA-CE-1892-M

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:
Cornelia Blakely v. City of Redondo Beach, and Does 1 through 25, inclusive
Case Number: 24TRCV02937

R.3. 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, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:
207 N Harbor Dr, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
Christopher Bredesen

UNDER NEGOTIATION:
Lease Terms

S. RECONVENE TO OPEN SESSION

T. ROLL CALL

U. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

V. ADJOURNMENT

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:00 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, September 1, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Administrative Report

E.1., **File #** 26-0982 **Meeting Date:** 8/18/2026

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:
Redondo Beach City Employee Association v. City of Redondo Beach
Case No: LA-CE-1892-M

Administrative Report

E.2., **File #** 26-0997 **Meeting Date:** 8/18/2026

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:
Cornelia Blakely v. City of Redondo Beach, and Does 1 through 25, inclusive
Case Number: 24TRCV02937

Administrative Report

E.3., **File #** 26-1006 **Meeting Date:** 8/18/2026

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, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:
207 N Harbor Dr, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
Christopher Bredesen

UNDER NEGOTIATION:
Lease Terms

Administrative Report

F.1., **File #** 26-0927 **Meeting Date:** 8/18/2026

TITLE

SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

AGENDA
SPECIAL MEETING
REDONDO BEACH HOUSING AUTHORITY
TUESDAY, AUGUST 18, 2026 - 6:00 P.M.
REDONDO BEACH COUNCIL CHAMBERS
415 DIAMOND STREET

CITY OF REDONDO BEACH
PUBLIC PARTICIPATION GUIDELINES
AND RULES OF CONDUCT

HOW TO PARTICIPATE – The City of Redondo Beach welcomes and encourages public participation in public city meeting. Members of the public are invited to participate in public meetings in person, via Zoom, by e-comments, and by email. All public meetings provide the public the ability to comment on Non-Agenda items and on agenda items being deliberated by the City Council.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS – Each agenda includes an agenda item for "Public Participation on Non-Agenda Items". During this agenda item, the public may speak on any matter so long as the matter is:

1. Under the jurisdiction of the City Council; and,
2. Is not a matter already agendized during the same meeting.

Each speaker is allotted three minutes to speak under Public Participation on Non-Agenda Items. Each speaker may only speak once. And the time allocated to Public Participation on Non-Agenda Items is limited to 30 minutes.

The Mayor will recognize speakers by alternating, speaker-by-speaker, between (i) members of the public attending in person (with speakers who have submitted written speaking cards to be recognized first, followed by members of the public attending in person who have not submitted written speaking cards), on the one hand, and (ii) members of the public attending via Zoom on the other hand.

Pursuant to provisions of the Brown Act, the body is prohibited from deliberating and taking action on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The body may make a "Referral to Staff" related to public comment during that agenda item.

PUBLIC PARTICIPATION ON AGENDA ITEMS – For each agendized matter deliberated by the City Council, the Mayor will invite public comment at the appropriate time. Any member of the public may speak to the matter under discussion during this period provided the comments directly address the agenda item. Each speaker is allotted three minutes to speak to each agenda item. Each speaker may only speak once on each agenda item. The Mayor will recognize speakers by alternating, speaker-by-speaker, between (i) members of the public attending in person (with speakers who have submitted written speaking cards to be recognized first, followed by members of the public attending in person who have not submitted written speaking cards), on the one hand, and (ii) members of the public attending via Zoom on the other hand.

PUBLIC PARTICIPATION RULES OF CONDUCT AND DECORUM – The City of Redondo Beach recognizes and respects the right of freedom of speech, but rules of conduct and decorum

must be observed so that attendees can be heard, and the City Council can conduct its meeting and deliberate and address items before the Council. **Any person or group that engages in disorderly or disruptive conduct that impedes the meeting may be asked to leave, or be removed, and the Mayor may clear the room and continue without an audience, or the City Council may adjourn the meeting.**

1. Speakers shall restrict their comments to the specific agenda item that they are speaking on or, on Non-Agenda Items, to matters within the Body's subject matter jurisdiction. Speakers should confine their remarks to those which are relevant to the subject under consideration. Speakers who do not follow these rules will be asked to cease, and if they do not comply, they will be ruled out of order on the grounds of relevancy and asked to leave the podium and possibly the meeting.

2. All comments should be addressed to the Body and not to other speakers or the audience.

3. Meeting attendees should act with dignity and respect and refrain from the use of profanity and obscenities in speech, on signs, and on clothing.

4. Meeting attendees shall be seated, when seating is available, unless recognized by the Mayor as a speaker or unless entering or leaving, or moving to and from a location within, the Council Chambers in a manner that does not seek to intimidate other attendees or block views of the proceedings. Meeting attendees shall strive to remain quiet during the proceedings and shall not hold up placards or signs that block the views of other attendees. Attendees may show support or opposition by silently raising and waving both hands for support (as opposed to clapping or cheering) or showing a "thumbs down" in opposition (as opposed to booing).

5. Disruptive and/or disorderly actions and behaviors by members of the public that may result in removal from the meeting are those that actually disrupt, disturb, impede or render infeasible the orderly conduct of the meeting and include, but are not limited to:

    a. Refusal to leave the podium after the allotted time is exceeded.
    b. Refusal to leave the podium after the Mayor has determined that the comments are beyond the jurisdiction of the City Council and/or do not pertain to the matter under consideration in an agenda item.
    c. Blocking the view or access of other attendees by standing, occupying the aisles, or by holding up a card a sign or placard that blocks the views of other members of the public, or by other obstruction of public views.
    d. Addressing the Council without being recognized by the Mayor.
    e. Yelling, screaming, making loud or unusual noises, or interrupting a recognized speaker.
    f. Interfering with another attendees' ability to participate.
    g. Intimidating or threatening behavior.
    h. Refusal to heed to a call to order.
    i. Failure to cease and desist disruptions when requested by the Mayor.
    j. Entering a non-public area of the Council chambers without the permission of the Mayor.
    k. Failure to leave Council Chambers upon being ejected by the Mayor for violation of the Rules of Conduct.
    l. Failure to clear the City Council Chamber upon order of the Mayor pursuant to Government Code 54957.9 or other applicable law.

m. Use of “Hate Speech” (*i.e.,* statements whose sole purpose is to attack, demean, and denigrate an individual or group based on race, religion, sexual orientation, ethnicity, nationality, or disability) that disrupts the meeting.

Individuals or groups participating via Zoom or other electronic means that disrupt, disturb, impede, or render infeasible the orderly conduct of the meeting, or who fail to follow the direction of the Mayor, may be silenced or removed from the meeting by the City Clerk or the City Clerk’s representative at the direction of the Mayor.

No person, other than City elected officials and staff, shall enter the non-public area of the Council Chambers (which is defined as the area of the dais (which includes the desks of the City elected officials and staff), the well of the dais (which includes the area immediately in front of, inside, and along the sides of, the dais), and the area in front of the podium), during, or immediately before or after, a meeting of the Body, without the consent of the Mayor.

SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY – 6:00 P.M.

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 #C1 through #C5

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 Housing Authority meeting of August 18, 2026.

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 OF THE FOLLOWING MEETING:

A. June 2, 2026
B. June 16, 2026

C4. APPROVAL TO SUBMIT THE SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM (SEMAP) CERTIFICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

C5. APPROVAL OF A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH AND LEGGINS CASTERLINE & COMPANY LLC NOT TO EXCEED $62,400 THROUGH AUGUST 31, 2027 FOR SERVICES RELATED TO FINANCIAL AND LEASING DATA REPORTING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Contact: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

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 Commission. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.

F. EX PARTE COMMUNICATIONS

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

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next scheduled meeting of the Redondo Beach Housing Authority is a Regular meeting on Tuesday, September 1, 2026, at 6:00 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

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

REDONDO BEACH

Community Services Department

1922 Artesia Boulevard
Redondo Beach, California 90278
www.redondo.org

tel: 310 318-0610
fax: 310 798-8273

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	Redondo Beach Housing Authority
Posting Type	Agenda – August 18, 2026 Special Meeting
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ City Hall Kiosk ✓ City Clerk's Counter, Door "1"
Meeting Date & Time	August 18, 2026 6:00 p.m.

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

Elizabeth Hause, Housing Administrator

Date: August 14, 2026

Minutes
Redondo Beach Housing Authority
Tuesday, June 2, 2026
Special Meeting 6:00 p.m.

REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

CALL MEETING TO ORDER

Chair Light called a Regular Meeting of the Redondo Beach Housing Authority (RBHA) to order at 6:16 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

RBHA Members Present:	Waller, Castle, Kaluderovic, Behrendt, Price, Chair Light
RBHA Members Absent:	Obagi, Newton
Officials Present:	Eleanor Manzano, City Clerk Joy Ford, City Attorney Elizabeth Hause, Community Services Director Derek Kalish, Assistant City Clerk Imelda Delgado, Housing Manager

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Kaluderovic, seconded by Member Castle, to approve the order of the agenda.

Motion carried 5-0-2 by voice vote. Member Obagi and Commissioner Newton were absent.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B.1. BLUE FOLDER ITEMS - None

C. CONSENT CALENDAR

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Housing Authority meeting of June 2, 2026.

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 OF THE FOLLOWING MEETING:
A. March 3, 2026

Motion by Member Kaluderovic, seconded by Member Waller, to approve the Consent Calendar items C1 through C3.

Chair Light invited public comments.

City Clerk Manzano reported no one online and no eComments.

Motion carried 5-0-2 by voice vote. Member Obagi and Commissioner Newton were absent.

D. EXCLUDED CONSENT CALENDAR ITEMS - None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

City Clerk Manzano reported no hands raised on Zoom and no eComments.

F. EX PARTE COMMUNICATIONS - None

G. PUBLIC HEARINGS - None

H. OLD BUSINESS - None

I. NEW BUSINESS

I1. RECEIVE AND FILE QUARTERLY STATUS REPORT ON SECTION 8 PROGRAM

Community Services Director Hause noted that she had Housing Manager Imelda Delgado with her that evening and they had a couple of announcements for the RBHA; reported that the numbers on the slides were updated for the presentation so they may have some discrepancies from the report they all received.

Housing Manager Delgado announced she would be presenting the quarterly update for the RBHA; stated that after the report was finalized staff discovered an error in numerical data on page 1 of the Staff Report and instead of 414 average households assisted last quarter, it was actually 398; provided a slide with the Program Overview, which included:

- 398 average households assisted last quarter
- 256 elderly/183 disabled households of the 398
- 20 families in Project Based Vouchers (PBVs) at the Moonstone Apartment complex

Housing Manager Delgado provided a slide titled Spending and Vouchers and reported actual quarterly spending results were $2.1 million for the quarter with a breakdown of $711,000 for April, $698,000 for May, and $699,000 for June; stated that they have two

special programs: Veteran Affairs Supportive Housing (VASH) vouchers and Emergency Housing Vouchers (EHV); reported for VASH they have 28 leased up out of 50 and they administered 20 EHV; reported that they currently have 745 applications on their waiting list, they purge monthly by sending out approximately 100 letters, and if they do not get a response the applicants are withdrawn from the waiting list; reported that of the 745 waiting list applicants: 352 are families w/ children, 223 are elderly families, and 339 are families w/ disabilities; noted that they added the EHV participants to the waiting list to transition over to the Housing Choice Voucher or Section 8 Program and that is why 16 of the applicants live or work in Redondo Beach.

Chair Light asked staff if the Families with Children, Elderly Families, and Families with Disabilities categories are mutually exclusive or if there is overlap.

Community Services Director Hause replied that there is overlap.

Housing Manager Delgado reported that they received a notice on May 26th from HUD, which were the preliminary projections for 2026 and they indicated that the RBHA were not currently projected as at risk for shortfall in 2026 and RBHA continues to administer expenditure controls to avoid increasing program costs; spoke about the transition of the EHVs to the Housing Choice Voucher Program in order to stay financially healthy; reported that staff will implement a phased transition of EHV households to the Housing Choice Voucher Program based on voucher turnover, funding availability, and HUD guidance; announced that staff has scheduled a Special Housing Authority Meeting for June 16, 2026 to review and consider proposed revisions of the administrative plan regarding the policies and procedures governing the process for accepting applications for rental assistance on an annual basis as requested by the Board; stated staff's recommendations for the Board that evening were to receive and file the Quarterly Status Report on the Housing Choice Voucher (Section 8) rental assistance program.

Community Services Director Hause acknowledged all the work the Housing team put in and highlighted that they are no longer in shortfall and that immediate action was taken to make sure each voucher holder could be put on the waitlist, while also handling the updates requested by the Board; reported that the Housing team is also operating at 50% staffing levels and still managed it all.

Member Kaluderovic recognized the work and effort the Housing team put in per the request from the Board; recalled that the EHVs were meant to help the unhoused during the pandemic and were meant to go through 2030 but the federal government cut funding; noted that now RBHA is scrambling to try to keep those families housed; asked staff if those families are prioritized in the City's Section 8 voucher program as they come available.

Housing Manager Delgado responded that they are at the top of the list currently.

Member Kaluderovic stated that she heard there is a possibility that payments would not be funded past July for the EHV holders and asked staff if they knew whether payments would be extended.

Housing Manager Delgado reported that they have received funding through July and HUD

has promised to fund them through the end of the year, but they only receive funds from HUD when they run out.

Member Kaluderovic stated that it puts families and landlords in a difficult position but understood there isn't a current alternative; thanked staff for staying on top of it.

Housing Manager Delgado said they will do their best to transition the families before they run out of funds.

Motion by Member Kaluderovic, seconded by Member Castle, to receive and file the quarterly status report on the Section 8 Program.

Chair Light invited public comment.

Motion carried 5-0-2 by voice vote. Member Obagi and Commissioner Newton were absent.

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 6:28 P.M.

Motion by Member Kaluderovic, seconded by Member Castle, to adjourn to the Community Financing Authority at 6:28 p.m.

Motion carried 5-0-2 by voice vote. Member Obagi and Commissioner Newton were absent.

The next scheduled meeting of the Redondo Beach Housing Authority is a Special Meeting on Tuesday, June 16, 2026 at 6:00 p.m. and the next Regular meeting will be held on Tuesday, September 1, 2026, at 6:00 p.m. in the 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,

_____

Eleanor Manzano
Clerk-Controller

Minutes
Redondo Beach Housing Authority
Tuesday, June 16, 2026
Special Meeting 6:00 p.m.

REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

CALL MEETING TO ORDER

Chair Light called a Special Meeting of the Redondo Beach Housing Authority (RBHA) to order at 6:26 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

RBHA Members Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Newton, Chair Light
RBHA Members Absent:	Price
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Elizabeth Hause, Community Services Director Derek Kalish, Assistant City Clerk Imelda Delgado, Housing Manager

A. APPROVAL OF ORDER OF AGENDA

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

Motion carried 6-0-1 by voice vote. Commissioner Price was absent.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B.1. BLUE FOLDER ITEMS - None

C. CONSENT CALENDAR

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Special Housing Authority meeting of June 16, 2026.

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

Motion by Member Castle, seconded by Member Kaluderovic, to approve the Consent Calendar items C1 and C2.

Chair Light invited public comments.

Assistant City Clerk Kalish reported no one online and no eComments.

Motion carried 6-0-1 by voice vote. Commissioner Price was absent.

D. EXCLUDED CONSENT CALENDAR ITEMS - None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Assistant City Clerk Kalish reported no one on Zoom and no eComments.

F. EX PARTE COMMUNICATIONS

Chair Light, Members, and Commissioner Newton all reported not speaking to anyone regarding G1 and G2.

G. PUBLIC HEARINGS

G1. PUBLIC HEARING TO CONSIDER APPROVAL OF THE REDONDO BEACH HOUSING AUTHORITY ADMINISTRATIVE PLAN REVISION FOR THE HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM

ADOPT BY TITLE ONLY RESOLUTION NO. HA-2026-04, A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE AGENCY ADMINISTRATIVE PLAN

RECOMMENDATION: THAT THE CHAIRMAN AND AUTHORITY BOARD MEMBERS:
A. OPEN THE PUBLIC HEARING; TAKE PUBLIC TESTIMONY; AND
B. CLOSE THE PUBLIC HEARING; AND
C. ADOPT RESOLUTION NO. HA-2026-04 BY TITLE ONLY

CONTACT: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Motion by Member Waller, seconded by Member Castle, to open the public hearing.

Motion carried 6-0-1 by voice vote. Commissioner Price was absent.

Housing Administrator Hause reported that, in January, the RBHA brought them initial edits and amendments to the City's Administrative Plan; stated that the amended plan dictates how they manage the City's Section 8 and voucher programs; noted that Council

directed them to come back to provide updates and amendments to how they manage their waitlist.

Housing Manager Imelda Delgado stated that the RBHA is a public housing agency that receives federal funding from the US Department of Housing and Urban Development (HUD); spoke of HUD's requirement that all public housing authorities have an approved Administrative Plan; stated that the application policies and procedures for accepting applications and purging the wait list had been amended as directed by Council; noted that the changes included accepting rental assistance applications until a designated date or when they reach 500, whichever comes first, then they sort them by preferences listed; stated that staff will pull applications from the waiting list as needed based on voucher and funding availability for a period of 12 months, after the 12 month cycle ends the waiting list is purged and new applications are accepted again; stated that staff recommends the Council approve the amended Administrative Plan and adopt Resolution HA-2026-04.

Councilmember Waller asked Housing Manager Delgado to explain the 12-month cycle and how people are notified to re-apply or apply.

Housing Manager Delgado responded that they will probably put all the information in the publication at the beginning of the process with the dates, explanation of the 12-month cycle, and the purging process; said they should send out letters to everyone remaining on the waiting list each time they will be withdrawn so they could reapply.

Councilmember Kaluderovic stated that the waiting list had been closed since 2015 and they had thousands on the waiting list; thanked staff for the work they have done and noted that they can now prioritize people correctly.

Chair Light invited public comment.

Assistant City Clerk Kalish reported no one online and no eComments.

Motion by Member Kaluderovic, seconded by Member Castle, to close the public hearing.

Motion carried 6-0-1 by voice vote. Commissioner Price was absent.

Motion by Member Waller, seconded by Member Kaluderovic, to adopt Resolution No. HA-2026-04 by title only.

Motion carried 6-0-1 by voice vote. Commissioner Price was absent.

G2. PUBLIC HEARING TO CONSIDER APPROVAL OF THE SIGNIFICANT AMENDMENT TO THE BEACH HOUSING AUTHORITY FIVE-YEAR PLAN THE HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM

ADOPT BY TITLE ONLY RESOLUTION NO. HA-2026-05, A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE SIGNIFICANT AMENDMENT TO THE FIVE-YEAR AGENCY PLAN

RECOMMENDATION: THAT THE CHAIRMAN AND AUTHORITY BOARD MEMBERS:
A. OPEN THE PUBLIC HEARING; TAKE PUBLIC TESTIMONY; AND
B. CLOSE THE PUBLIC HEARING; AND
C. ADOPT RESOLUTION NO. HA-2026-05 BY TITLE ONLY

CONTACT: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Motion by Member Kaluderovic, seconded by Member Waller, to open the public hearing.

Motion carried 6-0-1 by voice vote. Commissioner Price was absent.

Housing Administrator Hause explained that since the Board approved the changes to the RBHA Administrative Plan, they now had to move forward and update them on other related documents.

Housing Manager Delgado reported that HUD requires two planning documents: 1) the Five-Year PHA Plan, and 2) the Annual PHA Plan and defined both plans; explained that the PHA is required to maintain and update the Administrative Plan and make any associated changes to the complementary plans; noted that the previous item (G1) was approved by the Board so this item (G2) will formally adopt those changes to the Five-Year Plan through a significant amendment; stated that staff recommended the Board approve the significant amendment to the Five-Year PHA Plan for fiscal year 2026-2030 and adopt Resolution HA-2026-05.

Chair Light invited public comment.

Assistant City Clerk Kalish reported no one online.

Motion by Member Castle, seconded by Member Waller, to close the public hearing

Motion carried 6-0-1 by voice vote. Commissioner Price was absent.

Motion by Member Kaluderovic, seconded by Member Waller, to adopt Resolution HA-2026-05 by title only.

Motion carried 6-0-1 by voice vote. Commissioner Price was absent.

Assistant City Clerk Kalish read adopt by title only Resolution No. HA-2026-04 and adopt by title only Resolution No. HA-2026-05.

H. OLD BUSINESS - None

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 6:39 P.M.

Motion by Member Castle, seconded by Member Waller, to adjourn back to the regular City Council meeting.

Motion carried 6-0-1 by voice vote. Commissioner Price was absent.

The next scheduled meeting of the Redondo Beach Housing Authority is a Special Meeting on Tuesday, September 1, 2026 at 6:00 p.m. and the next Regular meeting will be held on Tuesday, September 1, 2026, at 6:00 p.m. in the 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,

_____

Eleanor Manzano
Clerk-Controller

Administrative Report

Authority Action Date: August 18, 2026

To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY

From: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Subject: APPROVAL TO SUBMIT THE SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM (SEMAP) CERTIFICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

RECOMMENDATION

Authorize the Housing Authority of the City of Redondo Beach to electronically submit the Section Eight Management Assessment Program (SEMAP) certification to the U.S. Department of Housing and Urban Development (HUD) for fiscal year 2025-2026.

EXECUTIVE SUMMARY

The Housing Authority of the City of Redondo Beach completed its annual quality control review consisting of 14 key indicators designed to measure performance. The quality control review determined that the Housing Authority of the City of Redondo Beach adequately administered the Housing Choice Voucher (Section 8) rental assistance program. This finding must be submitted to HUD no later than August 29, 2026.

BACKGROUND

In 1998, HUD introduced the SEMAP to be submitted by Public Housing Agencies (PHAs) annually. SEMAP is a management assessment system that is used to determine the performance of the PHAs administering the Housing Choice Voucher (Section 8) tenant-based rental assistance program.

Under SEMAP, HUD requires a review consisting of 14 key indicators including proper selection of applicants from the waiting list, accurate verification of family income, and timely housing quality standards inspections. The yearly process requires PHAs to submit an electronic certification form via the HUD portal to assure that all mandatory supervisory quality control reviews have been conducted. Upon completing the quality control process, the determination is that the Housing Authority has adequately and appropriately administered the Section 8 Program. This finding and formal report must be submitted to HUD no later than August 29, 2026.

Submitted by:
Elizabeth Hause, Housing Administrator

Approved for forwarding by:
Mike Witzansky, City Manager

Attachments:

- SEMAP Certification form (HUD-52648)

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 12/31/2026)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
Housing Authority of the City of Redondo Beach	06/30/2026	08/19/2026

Check here if the PHA expends less than $300,000 a year in Federal awards ☐
Indicators 1 - 7 will not be rated if the PHA expends less than $300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than $300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))
(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response **Yes** ☑ **No** ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response **Yes** ☑ **No** ☐

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)
(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response **Yes** ☑ **No** ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☑ **At least 98% of units sampled** ☐ **80 to 97% of units sampled** ☐ **Less than 80% of units sampled**

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)
The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☐ **At least 90% of files sampled** ☑ **80 to 89% of files sampled** ☐ **Less than 80% of files sampled**

4. Utility Allowance Schedule. (24 CFR 982.517)
The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response **Yes** ☑ **No** ☐

5. HQS Quality Control Inspections. (24 CFR 982.405(b))
A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response **Yes** ☑ **No** ☐

6. HQS Enforcement. (24 CFR 982.404)
The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☑ **At least 98% of cases sampled** ☐ **Less than 98% of cases sampled**

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).
Applies only to PHAs with jurisdiction in metropolitan FMR areas.
Check here if not applicable ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.
PHA Response **Yes** ✔ **No** ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.
PHA Response **Yes** ✔ **No** ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.
PHA Response **Yes** ✔ **No** ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.
PHA Response **Yes** ✔ **No** ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.
PHA Response **Yes** ✔ **No** ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.
PHA Response **Yes** ✔ **No** ☐

8. Payment Standards. The PHA has adopted payment standards schedule(s) in accordance with § 982.503.

PHA Response **Yes** ✔ **No** ☐

Enter FMRs and payment standards (PS)

0-BR FMR	1-BR FMR	2-BR FMR	3-BR FMR	4-BR FMR
2530/2230	2830/2490	3530/3110	4480/3940	4980/4390
PS $2277/$2007	PS $2547/$2241	PS $3177/$2799	PS $4032/$3546	PS $4482/$3951

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response **Yes** ✔ **No** ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response **Yes** ✔ **No** ☐

11. Initial HQS Inspections. Newly leased units pass HQS inspection within the time period required. This includes both initial and turnover inspections for the PBV program. (24 CFR 982.305; 983.103(b)-(d)).

PHA Response **Yes** ✔ **No** ☐

12. Periodic HQS Inspections. The PHA has met its periodic inspection requirement for its units under contract (982.405 and 983.103(e)).

PHA Response **Yes** ✔ **No** ☐

13. Lease-Up. The PHA executes housing assistance contracts for the PHA's number of baseline voucher units, or expends its annual allocated budget authority.

PHA Response **Yes** ✔ **No** ☐

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)
Applies only to PHAs required to administer an FSS program .
Check here if not applicable ✔

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)
Applies only to PHAs required to administer an FSS program .
Check here if not applicable

PHA Response **Yes** **No**

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response **Yes** **No** **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify under penalty of perjury that, to the best of my knowledge, the above responses are true and correct for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Executive Director, signature

Date (mm/dd/yyyy) _____

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) _____

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

2020 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.

_____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.

_____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? **Yes** ☐ **No** ☐

2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.

_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.

_____ c. Number of Section 8 families with children who moved during the last completed PHA FY.

_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** ☐ **No** ☐

3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.

_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.

_____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.

_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** ☐ **No** ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

Administrative Report

Authority Action Date: August 18, 2026

To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY

From: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Subject: APPROVAL OF A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH AND LEGGINS CASTERLINE & COMPANY LLC NOT TO EXCEED $62,400 THROUGH AUGUST 31, 2027 FOR SERVICES RELATED TO FINANCIAL AND LEASING DATA REPORTING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RECOMMENDATION

Staff recommends approval of the first amendment to the agreement for consulting services between the Housing Authority of the City of Redondo Beach and Leggins Casterline & Company LLC for an amount not to exceed $28,860 for the upcoming year.

EXECUTIVE SUMMARY

The Housing Authority of the City of Redondo Beach receives federal funding from the U.S. Department of Housing and Urban Development (HUD) to operate the Housing Choice Voucher rental assistance program. To ensure compliance, Leggins Casterline & Company LLC will continue to support the Housing Authority of the City of Redondo Beach with monthly financial reporting, and any corrections needed, to HUD via the Voucher Management System (VMS), and the annual unaudited and audited Financial Data Schedule (FDS).

BACKGROUND

The Housing Authority of the City of Redondo Beach is responsible for timely and accurate reporting of expenditures and other financial data to HUD. Leggins Casterline & Company LLC submits financial expenditure and leasing data reports to HUD via the VMS due by the 22nd of every month.

In addition to the monthly requirements, Leggins Casterline & Company LLC submit the required unaudited FDS by August 31st and audited FDS by March 31st upon completion of the Single Audit annually.

The proposed first amendment to the existing agreement with Leggins Casterline & Company LLC to continue to provide services to support staff to ensure accurate and timely reporting to HUD and remain in compliance with HUD financial reporting requirements. The total cost for these services would not exceed $28,860 during the additional term. Combined with the existing services provided by Leggins Casterline & Company LLC, the new contract total would not exceed $62,400.

Staff recommends the Housing Authority of the City of Redondo Beach Board of Commissioners to approve the proposed first amendment to the agreement with Leggins Casterline & Company LLC to continue their services to support the Housing Authority staff.

Submitted by:
Elizabeth Hause, Housing Administrator

Approved for forwarding by:
Mike Witzansky, City Manager

Attachments:

- Agmt – First Amendment to Agreement with Leggins Casterline & Company LLC
- Agmt – Original Agreement with Leggins Casterline & Company LLC September 2, 2025

FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH AND LEGGINS CASTERLINE & COMPANY LLC

This First Amendment to the Agreement for Consulting Services ("First Amendment") is made and entered into by and between the Housing Authority of the City of Redondo Beach, a public body, corporate and politic ("RBHA"), and Leggins Casterline & Company LLC, a Florida limited liability company ("Consultant").

WHEREAS, on August 21, 2025, the parties hereto entered into the Agreement for Consulting Services between the RBHA and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to supplement Consultant's scope of services, extend the term of the Agreement, and 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. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which continues and supplements Consultant's scope of services for RBHA. Exhibit "A-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A", as amended by Exhibit "A-1".

2. **TERM AND TIME OF COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which is attached hereto and incorporated herein by reference. Exhibit "B-1" extends the Agreement term to August 31, 2027. Consultant shall commence and complete all services described in Exhibit "A", as amended by Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1".

3. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", which provides additional compensation not to exceed of $28,860 for the services described in Exhibit "A-1" and increases the Consultant's total aggregate not to exceed compensation to $62,400. Consultant shall be compensated for the services described in Exhibit "A", as amended by Exhibit "A-1".

4. **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 agreements 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 18th day of August, 2026.

HOUSING AUTHORITY
OF THE CITY OF REDONDO BEACH,
a public body, corporate and politic

James A. Light, Mayor

LEGGINS CASTERLINE & COMPANY LLC,
a Florida Limited Liability Company

DocuSigned by:
572D1E4AFFD244A...

By:
Name: JASON CASTERLINE
Title: Partner
8/12/2026 | 8:01 AM PDT

ATTEST:

Eleanor Manzano, Secretary

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford,
General Counsel for RBHA

EXHIBIT "A-1"

PROJECT DESCRIPTION/SCOPE OF SERVICES

A. **PROJECT OVERVIEW.** Consultant shall perform disposition and financial advisory consulting services for the RBHA.

For the purposes of Exhibit "A", as amended by this Exhibit "A-1", the following acronyms shall have the meanings set forth below:

1. HCV: Housing Choice Voucher
2. VMS: Voucher Management System
3. CY: Calendar Year
4. HUD: U.S. Department of Housing and Urban Development
5. HAP: Housing Assistance Payment
6. RNP: Restricted Net Position
7. PMC: Prior Month Correction
8. FDS: Financial Data Schedule
9. FY: Fiscal Year
10. UNP: Unrestricted Net Position
11. EHV: Emergency Housing Voucher
12. REAC: Real Estate Assessment Center
13. PMC: Prior Mont Corrections

B. **SCOPE OF WORK.** Consultant shall provide consulting and technical assistance for the review, reconciliation, verification, correction, and submission of all HUD required HCV and EHV financial and leasing data including VMS reconciliations, ongoing VMS reporting, VMS PMCs with notification to HUD, and FDS submissions for FY2025 and FY2026.

C. **TASKS AND ACTIVITIES**

1. CONSULTANT'S DUTIES. The consultant shall perform disposition and financial advisory consulting services, including but not limited to, the following:

   a. Task 1: Submit monthly financial and leasing data, and PMCs in the VMS.
   b. Task 2: Revise the FY2025 unaudited FDS submitted to HUD.
   c. Task 3: Compile and submit the FY2025 audited FDS to HUD in REAC.
   d. Task 4: Compile and submit the FY2026 unaudited FDS to HUD in REAC.
   e. Task 5: Compile and submit the FY2026 audited FDS to HUD in REAC.
   f. Task 6: Other special projects as needed.

2. RBHA'S DUTIES. RBHA will provide all necessary reports at least on a monthly basis by the 12th day of each month.

D. **DELIVERABLES.** Consultant shall complete, submit, and update financial reports and documents in a timely manner as required by HUD, including but not limited to, the following:

1. Submit monthly financial and leasing data, and make PMCs corrections in VMS by the 22nd day of each month.
2. Revise the FY2025 unaudited FDS submitted to HUD in REAC.
3. Prepare the FY2025 audited FDS and submit it to HUD in REAC following completion of the Single Audit.
4. Prepare the FY2026 unaudited FDS and submit it to HUD in REAC by August 29, 2026.
5. Prepare the FY2026 audited FDS and submit tit o HUD in REAC by March 31, 2027, contingent upon timely completion of the FY2026 Single Audit.

E. **PROJECT SCHEDULE.** Consultant shall timely complete all reporting obligations and related documentation, including, but not limited to the following:

1. VMS submissions due by the 22nd of each month
2. Unaudited FDS submissions are due annually by August 29th
3. Audited FDS submissions are due annually by March 31st to maintain program compliance.

Consultant shall maintain complete and accurate records to demonstrate compliance with all applicable requirements.

F. **PERFORMANCE REQUIREMENTS.** Consultant shall perform all services in accordance with HUD regulations, HCV program requirements, and applicable federal, state, and local laws to maintain compliance.

G. **REPORTING REQUIREMENTS.** Consultant shall provide monthly status updates and promptly notify RBHA of any actual or potential compliance issue, audit finding, missed deadline, program violation, or matter requiring corrective action. Consultant shall ensure all required reports and documentation are completed and submitted within applicable deadlines.

EXHIBIT "B-1"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall continue through August 31, 2027, unless otherwise terminated as provided in the Agreement.

PERFORMANCE SCHEDULE. Consultant shall complete, submit, and update financial reports and documents in a timely manner, as required by HUD, including but not limited to, the following:

A. Submit monthly financial and leasing data and make PMCs in VMS by the 22nd day of each month.
B. Revise the FY2025 unaudited FDS submitted to HUD in REAC.
C. Prepare the FY2025 audited FDS and submit it to HUD in REAC following completion of the Single Audit.
D. Prepare the FY2026 unaudited FDS and submit it to HUD in REAC by August 29, 2026.
E. Prepare the FY2026 audited FDS and submit it to HUD in REAC by March 31, 2027, contingent upon timely completion of the FY2026 Single Audit.

EXHIBIT "C-1"

COMPENSATION

Provided Consultant is not in default under the Agreement, as amended. Consultant shall be compensated as provided below.

A. **AMOUNT.** Consultant shall be compensated at an hourly rate of $195, subject to the following maximum hours and not to exceed amounts:

Task No.	Maximum Number of Hours	Total Not to Exceed Amount
Task 1	36	$7,020
Task 2	24	$4,680
Task 3	16	$3,120
Task 4	32	$6,240
Task 5	16	$3,120
Task 6	24	$4,680
Total Additional Not to Exceed Amount		$28,860

B. **REIMBURSABLE EXPENSES.** The foregoing hourly rate is fully burdened and inclusive of all costs, fees, and expenses.

C. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant under the Agreement, as amended, exceed $62,400 during the term of the Agreement

D. **METHOD OF PAYMENT.** Consultant shall submit a monthly invoice for services performed in the prior month. Each invoice shall indicate the dates of service, description of services performed, staff title, hourly rate, number of hours worked, task number, corresponding amount, and the total amount. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to RBHA. Consultant may be required to provide backup material upon request.

E. **SCHEDULE FOR PAYMENT.** RBHA will make full payment within 30 days after the services are completed to RBHA's reasonable satisfaction. RBHA may withhold any payments, or portion thereof, that RBHA disputes in good faith until the dispute is resolved, to the maximum extent permitted by law.

F. **NOTICE.** Written notices to RBHA and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Leggins Casterline & Company LLC
247 Divinci Dr.
Punta Gorda, Florida 33950
Attention: Jason Casterline

Email: Jasoncasterline@gmail.com

RBHA: Housing Authority of the City of Redondo Beach
1922 Artesia Blvd.
Redondo Beach, CA 90278
Attention: Imelda Delgado, Housing Manager
Email: imelda.delgado@redondo.org

All notices, including notices of address changes, provided under the Agreement, as amended 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): 06/24/2026

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	CONTACT NAME: Ed Leedy	
Leedy Nagele Associates, LLC	PHONE (A/C, No, Ext): (215) 654-9422	FAX (A/C, No): (215) 654-9411
6198 Butler Pike	E-MAIL ADDRESS: eleedy@lnainsurance.com	
Suite 145	INSURER(S) AFFORDING COVERAGE	NAIC #
Blue Bell PA 19422	INSURER A : Hartford Underwriters Insurance Company	30104
INSURED	INSURER B : Hartford Casualty Insurance Company	29424
Leggins Casterline & Company LLC	INSURER C :	
247 Divinci Dr	INSURER D :	
Punta Gorda FL 33950-6343	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2581302155 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		39SBABM2JHC	08/08/2025	08/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Dishonesty	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 250,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			39SBABM2JHC	08/08/2025	08/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			39SBABM2JHC	08/08/2025	08/08/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		39WECBA7A9B	10/01/2025	10/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			39SBABM2JHC	08/08/2025	08/08/2026	$1,000 Ded. Occurence Aggregate	1,000,000 2,000,000

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

"Housing Authority of the City of Redondo Beach", the "City of Redondo Beach", and their respective officers, elected and appointed officials, employees, and volunteers are named as additional insureds.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond St
Redondo Beach CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edwin C. Leedy

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH
AND LEGGINS CASTERLINE & COMPANY LLC

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the Housing Authority of the City of Redondo Beach, a public body, corporate and politic ("RBHA") and Leggins Casterline & Company LLC, a Florida limited liability company ("Consultant"). For purposes of this Agreement, the "City" shall mean the City of Redondo Beach, California.

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 RBHA, or services required to be performed by RBHA 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. RBHA agrees to pay Consultant for work performed in accordance with Exhibit "C".

4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the RBHA, 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 RBHA employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the RBHA 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. RBHA 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 RBHA within a reasonable time, and the rights thereto shall be deemed assigned to the RBHA. 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 RBHA 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 RBHA 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 RBHA or City property, or other public property, the RBHA shall have the right to inspect such work without notice. If such services shall not be performed on RBHA or City property, or other public property, the RBHA shall have the right to inspect such work upon reasonable notice. Inspections by the RBHA 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 RBHA 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 RBHA. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the RBHA 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. RBHA shall furnish Consultant to the extent available, with any RBHA 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 RBHA 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 RBHA for its files.

7. Changes and Extra Work. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by RBHA and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that RBHA'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. RBHA 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 RBHA; provided, however, that the 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 RBHA 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 RBHA 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 RBHA's last payment shall be transferred and assigned to the RBHA. In conjunction with any termination of this Agreement, the RBHA 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 RBHA 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 RBHA or 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 RBHA or 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 RBHA 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 any RBHA and the City, and their respective 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 RBHA or City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by the RBHA

or the City, or the deposit with the RBHA or the 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 or RBHA. No official or employee of the City or RBHA 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.

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 RBHA, which approval may be withheld in the RBHA's sole and absolute discretion. In the event that the RBHA, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the RBHA 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 RBHA'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 RBHA without the prior written approval of RBHA, which approval may be withheld in the RBHA'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 RBHA 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 RBHA 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 RBHA 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 RBHA, 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 or RBHA hereunder shall be subject to Government Code §§ 810 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City or RBHA 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 RBHA as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to RBHA; the product shall be delivered to the RBHA 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. RBHA warrants and represents that upon RBHA Board approval, the Chairman of the RBHA is duly authorized to enter into and execute this Agreement on behalf of RBHA. 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 RBHA 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 RBHA 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 2nd day of September, 2025.

HOUSING AUTHORITY
OF THE CITY OF REDONDO BEACH,
a public body, corporate and politic

DocuSigned by:
6BC0853B8F644E1...
James A. Light, Chairman

LEGGINS CASTERLINE & COMPANY
LLC, a Florida limited liability company

DocuSigned by:
572D1E4AFFD244A...
By:
Name: JASON CASTERLINE
Title: Partner

ATTEST:

DocuSigned by:
72E2AC716C214CF...
Eleanor Manzano, Secretary

APPROVED:

Signed by:
ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Signed by:
A5A27AAE40834DE...
Joy A. Ford,
General Counsel for RBHA

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Upon RBHA's request, Consultant shall perform disposition and financial advisory consulting services for RBHA, including but not be limited to, the following services:

A. Task 1: Reconcile the HCV VMS Data submission for CY23 & CY24 as required by HUD:

1. Review and verify accuracy of VMS Reported HAP Expenses, Fraud Recovery & Reported RNP, specifically Columns E, G, I of the HUD reconciliation.
2. Submit PMCs for RBHA VMS reconciliation. Consultant shall determine whether the submitted data needs to be modified, specifically Columns E, G, I of HUD reconciliation.
3. Notify HUD when PMCs are submitted in VMS to enable HUD to redownload the VMS data and generate an updated workbook for RBHA.

B. Task 2: Verify accuracy of VMS submissions for the period January 1, 2025 to date of reconciliation.

C. Task 3: Assist RBHA with ongoing VMS submissions through December 31, 2025.

1. Assist RBHA in determining the following:
   a. Beginning balance of RNP and UNP for EHV.
   b. Administrative expenses for both HCV and EHV.
   c. Audit costs for both HCV and EHV.
   d. Fraud recovery for both HCV and EHV.
   e. Number of new vouchers issued but not under HAP contract Information regarding Port-Ins (Section 8 Portability).

D. Task 4: Assist RBHA with FY24 audited FDS submission.

E. Task 5: Assist RBHA with FY25 unaudited FDS submission.

II. RBHA'S DUTIES

Upon Consultant's complete reconciliation of the VMS Data as of December 31, 2024, RBHA will sign and submit an Enclosure C to HUD.

III. **DEFINITIONS**

For the purposes of this Exhibit “A”, the following acronyms shall have the meanings set forth below:

A. HCV: Housing Choice Voucher
B. VMS: Voucher Management System:
C. CY: Calendar Year
D. HUD: U.S. Department of Housing and Urban Development
E. HAP: Housing Assistance Payment
F. RNP: Restricted Net Position
G. PMC: Previous Month Correction
H. FDS: Financial Data System
I. FY: Fiscal Year
J. UNP: Unrestricted Net Position
K. EHV: Emergency Housing Voucher

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall be effective as of August 21, 2025, and shall commence on that date and continue until August 31, 2026, unless otherwise terminated as herein provided.

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 as set forth in the following table.

Exhibit "A" Task	Staff	Maximum Number of Hours	Rate	Total Not to Exceed
Task 1: Reconcile VMS for Calendar Years 2023 and 2024	Debra Leggins	80 hours	$195	$15,600
Task 2: Reconcile VMS for Calendar Year 2025, to date	Debra Leggins	20 hours	$195	$3,900
Task 3: VMS submissions through December 2025	Debra Leggins	24 hours	$195	$4,680
Task 4: Assist RBHA with FY24 audited FDS submission	Jason Casterline	16 hours	$195	$3,120
Task 5: Assist RBHA with FY25unaudited FDS submission	Jason Casterline	32 hours	$195	$6,240
Total		**172 hours**		**$33,540**

The foregoing hourly rates are fully burdened and inclusive of all costs, fees, and expenses.

II. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices to RBHA for approval and payment. Invoice(s) must provide the task number, description of services performed, date of service, staff title/name, hourly rate, number of hours worked, corresponding amount, and the total amount. All invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to RBHA. Consultant may be required to provide back-up material upon request.

III. **SCHEDULE FOR PAYMENT.** RBHA agrees to pay Consultant, which payment may be processed through the City, within thirty (30) days of receipt of the invoice(s); provided that the services have been completed to RBHA's reasonable satisfaction.

IV. **NOTICE.** Written notices to RBHA and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: Leggins Casterline & Company LLC
247 Divinci Dr
Punta Gorda, Florida 33950
Attn: Jason Casterline
Email: jasoncasterline@gmail.com

RBHA: Housing Authority of the City of Redondo Beach
1922 Artesia Blvd
Redondo Beach, CA 90278
Attn: Imelda Delgado, Housing Manager
Email: Imelda.delgado@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 RBHA and the City, and their respective 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 RBHA and the City, and their respective 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 RBHA and the City, and their respective 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 RBHA and the City, and their respective officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the RBHA and the City, and their respective 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 RBHA and 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 RBHA and 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 RBHA and 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2025

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

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

PRODUCER	CONTACT NAME: Ed Leedy	
Leedy Nagele Associates, LLC 6198 Butler Pike Suite 145 Blue Bell PA 19422	PHONE (A/C, No, Ext): (215) 654-9422	FAX (A/C, No): (215) 654-9411
	E-MAIL ADDRESS: eleedy@lnainsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Leggins Casterline & Company LLC
247 Divinci Dr
Punta Gorda FL 33950-6343

COVERAGES **CERTIFICATE NUMBER:** CL2581302155 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		39SBABM2JHC	08/08/2025	08/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Dishonesty	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 250,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			39SBABM2JHC	08/08/2025	08/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			39SBABM2JHC	08/08/2025	08/08/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		39WECBA7A9B	10/01/2024	10/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			39SBABM2JHC	08/08/2025	08/08/2026	$1,000 Ded. Occurence Aggregate	1,000,000 2,000,000

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

"Housing Authority of the City of Redondo Beach", the "City of Redondo Beach", and their respective officers, elected and appointed officials, employees, and volunteers are named as additional insureds.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond St
Redondo Beach CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edwin C. Leedy

© 1988-2015 ACORD CORPORATION. All rights reserved.

Administrative Report

G.1., **File #** 26-0991 **Meeting Date:** 8/18/2026

TITLE

For Blue Folder Documents Approved at the City Council Meeting

Administrative Report

H.1., **File #** 26-0988 **Meeting Date:** 8/18/2026

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 18, 2026

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 18, 2026	4:30 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 14, 2026

Administrative Report

H.2., **File #** 26-0989 **Meeting Date:** 8/18/2026

TITLE

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

Administrative Report

H.3., **File #** 26-0990 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. July 14, 2026
B. July 21, 2026

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk

Minutes
Redondo Beach City Council
Tuesday, July 14, 2026
Closed Session – Adjourned Regular Meeting 4:00 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 4:00 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Kaluderovic, Obagi, Behrendt, Mayor Light Castle (arrived at 4:10 p.m.)
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk

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

Assistant City Clerk Kalish reported no one on Zoom and no eComments.

F. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Waterfront and Community Services Director
David Biggs, Project Manager
Jon Goetz, Redwood Public Law

PROPERTY:

123 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

NEGOTIATING PARTIES:
Raman Walia, Multiverse Platforms - Level Up Bowl & Bistro

UNDER NEGOTIATION:
Lease Status, Price, and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Waterfront and Community Services Director
Katherine Buck, Waterfront & Economic Development Manager
Jon Goetz, Redwood Public Law

PROPERTY:
100 International Boardwalk, Redondo Beach, CA 90277
130 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Jeff Jones, Quality Seafood, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

F.3. 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, Waterfront and Community Services Director
Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:
Fisherman's Wharf: 200-250 Fisherman's Wharf, Redondo Beach, CA 90277
(a portion of APN: 7505-002-934)

NEGOTIATING PARTIES:
Various Tenants

UNDER NEGOTIATION:
Price

F.4. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Luke Smude, Assistant to the City Manager

PROPERTY:
2500 Marine Ave, Redondo Beach, CA 90278
(a portion of APN: 4149-005-042)

NEGOTIATING PARTIES:
Scott King, Del Amo Motorsports

UNDER NEGOTIATION:
Price and Terms

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).

JAMS Arbitration Case Reference No. 5220006179 [Hon. Candace Cooper [Ret.]] Harry Stuver, et. al v. Redondo Beach Police Department and City of Redondo Beach

Assistant City Clerk Kalish read titles to be discussed 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, W.E.D. Director Elizabeth Hause, Outside Legal Counsel Jon Goetz, Project Manager David Biggs, W.E.D. Manager Katherine Buck, and Assistant to the City Manager Luke Smude.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to recess to Closed Session at 4:03 p.m.

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

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:09 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 Derek Kalish, Assistant City Clerk Emily Bodkin, Administrative Specialist/Liaison

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky reported that Joshua Dale joined Closed Session for item F.5.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to adjourn to the Regular Meeting at 6:10 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 6:10 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 Derek Kalish, Assistant City Clerk Emily Bodkin, Administrative Specialist/Liaison

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited veterans and active-duty military to stand and be recognized for their service.

Mayor Light led in the Pledge of Allegiance.

Mayor Light asked all to remain standing for a moment of silent invocation.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

Mayor Light announced that Councilmember Obagi would need to leave the meeting at 7:15 p.m.; stated that SB707 from the Brown Act allows him to leave, no vote is necessary, and he is allowed to participate remotely; noted the reason is childcare; reported opening up the 62nd year of the Greek Festival over the weekend; attended the soft opening of the water polo in the Harbor.

Councilmember Waller reported attending the South Bay Cities COG legislative briefing on Thursday morning and the ICA Summer Seminar later that day; attended the Woman's Club of Redondo Beach Ice Cream Social on Monday; announced the RBPD Battle of the Badges Blood Drive on Wednesday at the Library, Cruzin' the Lagoon on Fridays from 3:00 p.m. to 6:00 p.m. at the Harbor, and live music at the Pier on Thursdays and Saturdays through the summer.

Councilmember Castle reported attending the Independent Cities Association Conference in San Diego over the weekend; announced his community meeting on July 23rd at the Library starting at 5:30 p.m. and his guest speaker would be Councilmember Behrendt.

Councilmember Obagi reported attending the Independent Cities Association Conference, noted that the expenses were on file with their executive assistant and Clerk; stated he moderated a panel on commercial development and reported that other councilmembers were irate about the State's housing mandates; spoke about some of the conversations that were had at the conference.

E. APPROVE ORDER OF AGENDA

Mayor Light recommended moving items O and Q to after J, so staff could go home while the Mayor and Councilmembers interview Commissioners.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to move items O and Q to after J in 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

Assistant City Clerk Kalish reported three Blue Folder items: H.8, J.1, and N.1.

Motion by Councilmember Waller, 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 14, 2026

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 CONTRACTS UNDER $35,000:

1. APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH PETDATA, INC. FOR DOG LICENSING SERVICES TO EXTEND THE TERM THROUGH AUGUST 18, 2026 FOR A MINIMUM MONTHLY SERVICE FEE OF $500 (ESTIMATED EXPENDITURE FOR THE TERM IS $1,000) TO ALLOW TIME TO COMPLETE THE EVALUATION AND CONTRACTING PROCESS RELATED TO RFP#2526-007 FOR NEW DOG LICENSING SERVICES

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

2. APPROVE AN AGREEMENT WITH FORVIS MAZARS, LLP TO PREPARE AND FILE REQUIRED REPORTS WITH THE CA STATE CONTROLLER'S OFFICE IN AN AMOUNT NOT TO EXCEED $5,413 FOR THE TERM ENDING UPON COMPLETION OF THE CURRENT YEAR FILING

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR BASIC ACADEMY PEACE OFFICER RECRUIT TRAINING, EFFECTIVE JULY 1, 2025 UNTIL TERMINATED BY EITHER PARTY

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.6. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-052, 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 FIRE CHIEF

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.7. APPROVE THE PLANS AND SPECIFICATIONS FOR THE PALOS VERDES BOULEVARD PROTECTED BIKE LANE PROJECT APPROVE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT WITH ALL AMERICAN ASPHALT SOUTH, INC. FOR THE SLURRY AND BICYCLE LANE ADDITIONS ON PALOS VERDES BOULEVARD FROM PACIFIC COAST HIGHWAY TO IRENA AVENUE AND ADDITIONAL TRAFFIC CALMING AND SAFETY IMPROVEMENTS AT VARIOUS LOCATIONS FOR A COST OF $577,450 INCREASING THE TOTAL CONTRACT AMOUNT TO $1,175,381 AND RESET THE CITY ENGINEERS CHANGE ORDER AUTHORITY

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-053, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, NAMING THE HERONDO OPEN SPACE PARK AREA, LOCATED AT HERONDO STREET AND CATALINA AVE, AS BILL BRAND GATEWAY PARK

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

Councilmember Behrendt commented that Traffic Engineer Liu did a great job throughout the City regarding H.7; voiced his appreciation to Assistant to the City Manager Chung for her precision and accuracy in preparing the report for H.8.

Councilmember Waller seconded the comment made regarding H.7.

Motion by Councilmember Castle, seconded by Councilmember Waller, to approve the Consent Calendar items H.1 through H.8.

Mayor Light invited public comment.

Ron Maroko, District 3, suggested naming the Herondo open space park area the Bill Brand Wetlands; stated he had conversations with Councilmember Behrendt when he was on the Charter Committee about “slow walking things” and referenced the policy for park naming; noted that the last major park naming change took place in 1973; reported that on August 5, 2025 he suggested that a parkette be named after Joe Dawidziak, a motion was made by Councilmember Obagi and seconded by Councilmember Waller to refer to staff, and commented that is part of the “slow walking things” that he notices in

the City; questioned why Mr. Dawidziak would not have the same status as Bill Brand; encouraged Council to move the naming of the parkette for Joe Dawidziak forward sooner and not wait until the fall.

Assistant City Clerk Kalish reported no hands raised online.

Joan Irvine, District 1, voiced her opposition on naming the park at Catalina and Herondo as Bill Brand Gateway Park and recommended it be called The Gateway Park; stated she did not want it named after a political figure whose legacy remains divisive in their community; opined that Bill Brand's policy decisions harmed Redondo Beach's economy and provided examples to support her statement; stated that the City Council was the most divided and contentious during his tenure; questioned how the City would maintain the park with staff resources stretched thin and felt answers were needed before item H.8 is moved forward; commented that if the City can afford maintenance and enforcement for the park that they should be able to afford the crossing guards needed; urged the City Council not to name the park after Bill Brand.

Assistant City Clerk Kalish reported no hands raised online and an eComment in support of H.7.

Kathy McLeod, 50-year resident, voiced full support in naming the new park on Herondo after former Mayor Bill Brand; noted that he created the South Bay Parkland Conservancy in 2004 and after he was elected advocated for more open spaces, parks, cleaner air, and water; spoke of Bill Brand's efforts to protect the City's King Harbor from outside corporate interests and worked to handle small and large matters with residents until resolutions were made; stated that the park is the perfect way to honor his legacy and fitting since his last public appearance was made at that site; noted it also represents his last major feat, the closure of the AES Power Plant; stated that naming it after Bill Brand would pose the question to future generations and tourists to look up who he was and understand how he fought to preserve Redondo Beach; stated he was an inspiration to her.

Assistant City Clerk Kalish reported no participants on Zoom.

Councilmember Obagi stated that he met Bill Brand in 2012 and commented that he was the fiercest fighter for no power plant in Redondo Beach; reported that when Bill Brand became Mayor he did not have a majority on Council so when they were considering putting a new power plant to replace the old one, Bill Brand had to really work hard to get a majority; reported that Bill Brand did get a majority on Council in 2021 when Councilmember Obagi was elected; noted that leadership started to change in the City, Mike Witzansky was hired as City Manager, and since then Redondo began experiencing a Golden Age; stressed that Bill Brand fought for the piece of land in order to turn it into open space and was proud to name the park the Bill Brand Gateway Park.

Mayor Light echoed the comments made by Councilmember Obagi and Kathy McLeod; reported that it is the first edition of parkland in the City since he's been there and it is due

to Bill Brand; stated it is befitting that the City name it after him.

Motion carried 5-0 by voice vote.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Miles Burkart, 14-year resident, stated his background is in systems design and process improvement for Fortune 500 companies, he has run tree climbing schools, and done hundreds of aerial rescues; reported he is a Wilderness First Responder and he loves trees; hoped that he could be an ally to the City and not its adversary; noted that they all agree that the City's density is increasing, quoted the Mayor saying "We don't have the staff to enforce all codes all the time across the whole City.", and that he agreed with the statement; stated that pressure could be reduced on a system by doing a bit of work up front; reported speaking to Councilmember Obagi, a few weeks ago, about using a simple mailer (showed an example of a mailer he created) that the City could send twice a year to remind residents to trim their hedges and clear their sidewalks; opined that it could resolve 90% of the hedge and sightline complaints that the City is receiving; noted that he emailed the electronic files to Councilmember Obagi of the samples; stated it would be better to receive the mailer than a legal threat as their first experience from the City; asked the Council to consider it and requested permission to receive and file his sample.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to receive and file.

Motion carried 5-0 by voice vote.

Mile Burkart voiced his opposition to any pause in code enforcement for hedges and sightlines since they are safety issues; commented that the loudest people are the ones that got caught trading their community safety for personal privacy; said that code changes might not be necessary, that people are experiencing systemic problems, and the code enforcement process feels like a black hole; looked forward to coming back to the Council to show them real issues and real examples so they can fix what is broken.

Assistant City Clerk Kalish read item H.6 adopt by title only Resolution No. CC-2607-052 and item H.8 adopt by title only Resolution No. CC-2607-053.

Darryl Boyd (via Zoom), District 3, recalled that at last Tuesday's Council meeting he spoke about the lack of honesty, transparency, proper disclosure, possible legal and ethical conduct problems, and lack of respect for the voices of residents by the Mayor and Council; stated that his point was proven when during item N.2 last week the Mayor interrupted a speaker twice while she was speaking because it seemed he did not like the direction she was going; mentioned that the District 4 Councilmember made it worse by

asking her a clarifying question, which upset her even more; commented that it was totally wrong; opined that the Mayor and District 4 Councilmember were showing their allegiance to BCHD and not to a Redondo Beach resident; voiced his concerns of BCHD CEO Tom Bakaly using teens from Allcove to speak in support of the 1.25 FAR when they have no adult experience or responsibilities to speak from; stated that BCHD disrupts surrounding neighborhoods daily and nightly; spoke about Mayor Light admonishing him for speaking up during the meeting; stated that the Mayor and Council will not be able to shut down the growing dissenting voices against them.

Holly Osborne, District 5, thanked the Mayor and City Council for de-bundling the BCHD FAR from the Housing Element and General Plan at the July 7th meeting; asked Council that going forward the residents do not want a tower-like structure next to a residential neighborhood; stated that BCHD is supposed to be a healthy living area and for over 18 years it has housed the elderly suffering from dementia; reported that Silverado and the agency running the facility were doing an outstanding job but now BCHD has issued eviction notices to the 100 residents living there and are terminating Silverado's lease; reported that BCHD did that in order to contract with another agency, Sunrise; urged the Council and BCHD to educate themselves about Sunrise; noted that Sunrise is first and foremost a real estate acquisition model and that is why they want to up zone the FAR; stated that Sunrise has plans for independent living and assisted living patients, adds extra fees to the dementia patients based on a computer model of care required, and when the fees reach a certain level their model is to evict the patient to save on staffing; spoke of recent lawsuits filed against Sunrise and their reputation in serving involuntary 30-day evictions; submitted materials.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to receive and file.

Motion carried 5-0 by voice vote.

Mark Nelson (via Zoom) stated that last week's City Council meeting had discussion regarding the rest of the P-CF zoning; noted that the limit is 0.75 and except for BCHD's threat of litigation against the City, there is no reason to spot up zone to Beach Cities parcel to 1.25; said that Redondo Beach is just as likely to need revenue in the future as BCHD does; stated that all P-CF should be the same FAR and there is no reason to spot up zone BCHD; spoke in regards to the P-SF Annex site being spot up zoned and stated all the P-SF should be 1.25 as well or back to 0.75; commented that, as a taxpayer, he wants his city and his school district on 100% even footing with Beach Cities; noted that BCHD is an agency that serves a majority of non-Redondo residents, which includes Allcove where they are taking out loans against only residents to finish the building; suggested that the Council needs to spend more time on FAR equity.

Cher Roberts, District 4, reported that she lives in a four-unit HOA building and one of the units decided to convert their garage to and ADU; noted that the other owners did not give permission, they were provided letters that they were getting a meter panel upgrade but the person actually relocated the meters, and now the meters are exposed; reported

that an exterior step was added to the ADU unit which impedes the driveway to enter and exit and reported other issues they have experienced; stated that the person did not get approval from the HOA to do any of the work; reported reaching out to the City building inspectors, Josimar Lopez and Peter Tucker, but they were not helpful and would not listen to her; hoped that the Mayor and Council would reach out to the building inspectors to have the modifications reverted back to the original state along with the common areas; reported that she sent emails to the Mayor and Councilmember but did not get a reply; stated that she did bring pictures of the meter panels.

Councilmember Obagi asked her when she sent her email, she stated 20 days ago, and asked her to resend to zo@redondo.org.

Assistant City Clerk Kalish reported Vanessa Cabello was online but she did not respond.

Joshua Gillins, 2305 Rockefeller Ln., stated he is part of the four-unit condominium building and the construction of the ADU; reported that they submitted a public records request for the permits and materials applications for the project and received nothing; stated that the permit applications fraudulently stated that all members of the HOA provided authorization for the ADU; reported that the owner that built the ADU also told the HOA that the common area modifications made were requirements of the City of Redondo Beach; requested that the Council help them with the building inspectors, with obtaining the public records from the City Clerk, and provide any support so the HOA can fulfill their roles.

Councilmember Obagi asked Joshua Gillins to email him.

Vanessa Cabello (via Zoom), District 4, reported that she has lived in Redondo Beach for 11 years and in that time her rent has almost tripled; reported that according to the most recent census data 46% of the City's households are renters; stated that renters feel invisible in conversations about the future of the City; reported that the median rent in the City is $3,400 per month and that across California 40% of households spend more than 30% of their income on housing; asked the Council to use local controls to address housing affordability in Redondo Beach; asked the Council, when they come to making referrals to staff that evening, that they direct staff to prepare a report evaluating tenant protections in Redondo Beach; stated that the report should examine what comparable California cities have done and identify option that Council will consider in a future meeting.

Jim Mueller, District 5, spoke of the hiring freeze that was instituted to balance the City's budget and, in his view, they are doing it because enhancing the revenue side has proven difficult; spoke of the failed developments in the City such as the Galleria South Bay and the GrubHaus property; stated that voters seem to abhor large multi-unit developments that would provide more consumers paying sales tax; asked how the City can preserve Redondo's roomy and beachy environment, while still having the City services the community has come to expect.

Assistant City Clerk Kalish reported no one online and no eComments for J.

Mark Hansen spoke as a member of the committee that ran the 34th Annual Cure Cancer Cup hosted by the King Harbor Yacht Club; reported that $85,000 was raised for cancer research and the cumulative total is now at $935,000; provided details of the race, noted that the winner was a 15-foot sailboat sailed by their coach and a junior girl, and they had an awards party following the race; noted that the perpetual trophy was designed by Wyland; thanked Tracey McMartin for her role as Chairman; announced that the King Harbor Yacht Club and the Youth Foundation are offering sailing lessons and have a promotion that discounts memberships at the Club.

Assistant City Clerk Kalish reported no one online.

Councilmember Obagi left the meeting at 7:00 p.m.

Mayor Light concluded item J and moved to item O.

K. EX PARTE COMMUNICATIONS

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. MAYOR AND CITY COUNCIL INTERVIEWS OF COMMISSIONER APPLICANTS FOR APPOINTMENTS TO CITY COMMISSIONS

Procedures:
A. Conduct applicant interviews; followed by
B. Councilmembers submitting recommendations for appointments to the Mayor by Thursday, August 6, 2026;
C. The Mayor proposing Commission appointments at the regular City Council meeting on Tuesday, August 11, 2026; and
D. The City Clerk administering the Oath of Office to new and reappointed Commissioners at the City Council Meeting of September 1, 2026, or before each Commissioner begins their term at the October Commission Meetings.

CONTACT: ELEANOR MANZANO, CITY CLERK

Mayor Light asked the Council for a motion to suspend the rules so they can run it interview style, which is not accommodated in the City's new Code of Conduct; explained the rules would be to allow each potential Commissioner three minutes to speak, then the Mayor and Council can have a Q&A session and then allow for public comment.

Motion by Councilmember Behrendt, seconded by Councilmember Castle, to suspend

the rules just to the extent described by Mayor Light.

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

Mayor Light explained that he would call people up alphabetically; noted that it is the first time the City has had written, detailed Rules of Conduct and that everyone should keep that in mind; reminded the potential Commissioners that the Commissions are not oversight committees and they are intended to advise the Council; reported that the City also has codified Rules of Courtesy, Decorum, and Personal Conduct for the City Council and for all appointees to the Commissions.

Councilmember Obagi returned to the dais around 7:04 p.m.

Hudson Brann asked to submit materials.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to receive and file.

Motion carried 5-0 by voice vote.

Hudson Hawk Brann stated that he is a lifelong resident and lives in District 1; noted that planning and zoning are things he cares deeply about; reported that he is a mechanical engineer but in his spare time he is trying to recreate Redondo Beach in a city modeler; hoped to get the opportunity to serve on the Commission and provide his perspective on where the City could improve; opined he could give a Gen Z view of things if he was able to serve as a Zoning Commissioner.

Councilmember Behrendt reminded everyone who applied that, as part of the City's ordinance, Commissioners are not allowed to miss more than three meetings in a 12-month period and remote participation is not allowed; reiterated what the Mayor said about the rules for Commissioners including they do not make policy, they do not direct staff, and they do not demand documents; noted that the rules and municipal code would be circulated; reminded the applicants that they would be representatives of the City and should act accordingly.

Mayor Light clarified that Commissioners are not allowed to miss three or more meetings.

Councilmember Obagi referenced the Pearl Street and PCH development and that Mr. Brann had spoken in favor of it; provided more background on the project, noted that it was appealed from the Planning Commission's denial, subsequent parking was added, and ultimately the Council passed it; asked if he thought entitling that property still helps affordable housing when it just goes up for sale.

Hudson Hawk Brann responded that, when they put it up for sale, they were hoping someone would pick up the plan attached to the property in order to get an easy cash out; noted that if nobody buys it there is a possibility that they will just build it; stated he

is not there to push an agenda but to look at the facts, look at what is available, and figure out if the project makes sense for the citizens; pointed out that most of the City's tax base is from property taxes and they need to be able to bring people into Redondo Beach or the City won't get any of those taxes; commented that they do need to be respectful of the community when they place the buildings but also be aware that the City needs to be able to balance its budget.

Councilmember Kaluderovic asked Mr. Brann to explain how Gen Z will add to what the City is missing and how it could be applied on the Planning Commission or otherwise.

Hudson Hawk Brann stated that Gen Z is underrepresented in politics; hoped to be able to represent the younger generation that grew up in the City regarding affordability in housing so they could continue to build their lives there; noted that his constituents would not come and speak to the Council but he is comfortable doing so.

Councilmember Waller reported that he was able to see the presentation prior to that evening since Mr. Brann is in his District and asked him to review it; commented that Mr. Brann is very data focused; stated that it is said that California does not need as much parking, asked Mr. Brann if he thought that applies to Redondo Beach or to the Bay Area.

Hudson Hawk Brann responded that the setup of Riviera Village is the goal with a centralized parking area surrounded by commercial area; noted that situations are different and it would be up to the Zoning Commission to figure that out; stated his goal is to apply an objective, data driven process through each situation.

Mayor Light asked Mr. Brann if he would be opposed to any other Commissions if the Planning Commission was not available.

Hudson Hawk Brann responded that his first time serving the City was working at Seaside Lagoon, where he biked to work every day, and that gave him a sense of pride in the infrastructure around him.

Mayor Light applauded him for wanting to get involved at his age; clarified that even though they get a lot of revenue from property taxes, the high density properties end up with a net loss to the City because of the services and infrastructure they demand but don't pay for; explained in more detail what would be better for the commercial properties and that the City is doing a Nexus study related to high density development versus the revenues.

Hudson Hawk Brann stated he understood and reported that the State is trying to allow different types of housing so changing zoning standards and adopting those practices would be one way to lower the cost of those buildings; stressed that he would take the job seriously and wanted to help Redondo Beach.

Councilmember Obagi left the dais at 7:19 p.m. and jointed remotely at 7:28 p.m.

Benjamin de France asked to submit some material.

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

Benjamin de France commended the King Harbor Yacht Club for the money they have raised for cancer; reported that his mother is a two-time breast cancer survivor; provided background and details on his work experience and education; reported that he is a U.S. Navy Veteran and is expected to receive his master's in Public Administration in October; stated he is interested in the Budget & Finance Commission, Public Works and Sustainability, and Suspension Appeals Board; noted that he has done a lot of research and reports on Public Support Housing, affordable housing, and homelessness in LA County; noted that he lives in District 4 and appreciates the way Councilmember Obagi responds; felt his experience could help the City and help him learn a lot as well.

Councilmember Kaluderovic asked which Commission he preferred to serve on.

Benjamin de France responded that he just wants to do his part to help the City and also learn.

Mayor Light reported that they haven't had a Suspension Appeals Board in decades so he will not be appointing anyone to that at this time; noted that they will have more openings than applicants due to absences from some Commissions.

Councilmember Castle asked if Mr. de France would be able to attend the meetings once a month.

Benjamin de France assured them that he could make the meetings.

Desiree Galassi stated she was there to ask for re-appointment to the Public Amenities Commission; reported that she has served three years on the Preservation Commission and two years on the Public Amenities Commission; hoped to continue the work she started with the outreach for the City's Historic Preservation Program; spoke about working with staff and Councilmember Kaluderovic on various projects and programs and hoped they would consider extending her time on the Commission.

Councilmember Kaluderovic commented that she is a huge asset to the City and she does amazing work.

Councilmember Waller thanked Ms. Galassi for asking to return.

Councilmember Obagi echoed what Councilmember Kaluderovic stated.

Thomas Gamble, lifelong resident of the South Bay, provided details on his background, education, and work experience; reported working at LAX for 14 years, that he speaks several languages, was educated in Germany and Mexico, was a YMCA camp counselor,

was a teacher, and has a wide variety of talents.
Mayor Light noted that he put down Planning, Cultural Arts, and Budget & Finance as Commissions he would want to be on; asked if he would consider Public Amenities as well.

Thomas Gamble stated he would consider it and could make all the meetings since he is retired.

Councilmember Castle asked what district he lived in.

Thomas Gamble responded that he lives in Councilmember Castle's district, District 2.

Councilmember Waller asked what he taught when he was a teacher.

Thomas Gamble reported that he taught languages, auto shop, ROTC, kindergarten; noted he bounced around a lot.

Mara Lang stated that she would like to serve on the Planning Commission because she cared about the direction the City is going and that development can do a lot to support a city's identity, values, and shape where it wants to go; reported that she has lived in Redondo Beach for about 20 years and has served on the Recreation and Parks Commission and more recently on the Public Amenities Commission; noted that he background in design and construction gives her a practical understanding of how projects come together and her advocacy for trees, parks, and community spaces gives her a strong appreciation for long-term impact of planning decisions; said she believes the Planning Commission would allow her to bring what she has learned to help support thoughtful development and bring the best possible future for the City; stated she is very civic minded, has volunteered a significant amount of time, and believes a strong city needs residents who are willing to be involved and do their part.

Mayor Light noted that she has a strong attendance record.

Mara Lang said it is an honor to be on the Commissions and committing to them has always been important to her.

Mayor Light pointed out that the Public Amenities Commission would be losing Commissioners due to absences and asked if she would be opposed to remaining on that Commission.

Mara Lang responded that she is not opposed but the Planning Commission has always been in the back of her mind; stated that she saw the opening become available and wanted to throw her name in.

Mayor Light noted that her passion would be in Planning; stated that she and her husband were both in development and asked if they have any developments in Redondo since she would have to recuse herself often if she is on the Planning Commission.

Mara Lang said they do not work on large projects, so she does not foresee having to recuse herself from many of the discussions and is not a big concern of hers.

Councilmember Behrendt clarified that the Planning Commission does advise the Council and Mayor on all matters related to planning, zoning, and the development of the City, so it could pose an issue.

Councilmember Waller asked if she was hired to do the development or if she buys the properties, develops it, and sells them.

Mara Lang responded that she has done both: bought and sold for herself and worked for an individual to develop.

Ryan Malcolm, District 2, said he is a 15-year resident and property owner; stated he is interested in the Planning Commission and, secondly, the Budget & Finance Commission; reported that he graduated from USC with a degree in accounting from the Leventhal School of Accounting, worked at Price Waterhouse Coopers for eight years, transitioned into the private sector and is currently a corporate controller for a firm in El Segundo; stated that he originally applied for the Planning Commission since it was an area that interested him but, since the Mayor stated the roles of Commissioners is in an advisory capacity, realized that he would better serve the City on the Budget & Finance Commission where his background is strong; reported that he has watched several of the meetings and felt he could participate in that environment.

Mayor Light confirmed he could commit to one meeting a month and stated there were three openings coming up for the Budget & Finance Commission; clarified that the Planning Commission and Public Amenities Commissions do have some decision-making authority but they are very prescribed; reported that the ordinances for each describes what they do over and above the advisory role.

Jacob Mark (aka Captain Jake) stated he is a lifelong South Bay resident and lives in District 3; reported that he has managed, owned, and grown businesses within the Harbor over the last 10 years, he is a member of the King Harbor Association, and has a background in safety; said one of his main goals is to spread awareness, public insight, and public perception of King Harbor; noted that he has worked with many of them on projects and advised them on matters; stated he joined the KHA about a year ago and has not missed their monthly meetings and planned to do the same for the Harbor Commission.

Mayor Light pointed out that Jacob Mark runs the Glass Bottom Boat in the Harbor and takes groups out every Sunday to fish out garbage from the water; reported that Mr. Mark also built a ramp for the baby marine mammals to get up on the Sea Lion Barge and was recently awarded by Marine Mammal Care Center for his service; stated that the Harbor Commission has not had a business supported Harbor Commissioner in decades and it would weigh heavily on his recommendation to the Council.

Councilmember Waller commented that Mr. Mark has support from KHA, Commissioner Roger Carlson, and the experience so opined he is quite qualified.

Councilmember Kaluderovic asked what took him so long to apply.

Jacob Mark responded that he finds as he's gotten older, he seems to want to be more involved in the City.

Councilmember Castle noted that he has worked with Mr. Mark on various things and that having his perspective from the land side, from the business side, and from the sea side will be a great addition to the Harbor Commission.

Ron Maroko reported that he is currently serving as the Chair for the Public Amenities Commission and is looking for re-appointment; noted that there are a number of projects that have been started and he would like to see them through; reviewed the list of projects he's involved in and hoped to continue working on; reported that he has only missed one meeting due to his son's wedding; noted he served on the Charter Committee and the Library Commission with no absences and had only one absence when he served on the Historical Commission; stated he has a passion for Redondo history, has taken at least 10 classes, and said he provided the list of classes; said there is a lot more that can be done in regards to preserving the City's history and making the public aware of it; stated the Public Amenities Commission is the best Commission he has been on and that everyone brings a good skill set; hoped they would get a hard copy of the Rules of Conduct and Brown Act training.

Councilmember Kaluderovic commented that they are lucky to have him and that he has a good way of nudging them in a direction about history and preservation that are not on their radar; stated that it is helpful that he brings things about history to their attention.

Teresa Mitchell, District 4, stated she is a homeowner and grew up in District 4; reported she applied for the Public Works Safety and Sustainability Commission because she believes the public spaces are the framework for how people engage with their neighbors and the neighborhood; noted that she has a bachelor's degree from UC Berkeley in Development Studies and City and Regional Planning and a master's degree in Urban Planning with a concentration in Environmental Sustainability and Policy; spoke of having 30 years of professional experience in infrastructure development and what that involved; noted that she was one of the founders of the OurNRB and the North Redondo Beach Farmers Market; spoke of the AACAP and the changes happening in District 4 and wanting to be a part of that from a resident perspective.

Mayor Light reported asking Ms. Mitchell to apply for the Planning Commission but she felt there might be a conflict of interest there; stated that she impressed him on the way she handled and started up the North Redondo Beach Farmers Market.

Councilmember Kaluderovic stated that Ms. Mitchell's unique combination of the love for

the City and its history along with her skill set would be applicable for the Commission she is applying for, and they would be lucky to have her.

Councilmember Obagi (via Zoom) noted that Ms. Mitchell helped open his eyes to the possibilities on Aviation Blvd. and how re-striping the parking spaces would make it safer with a left turn lane; stated that it helped initiate the BRR that was put into the last budget season; thanked Ms. Mitchell for all that she does.

Debbie Price stated that she has been a Redondo Beach resident for 20 years and is currently serving on the Housing Commission; provided details on her professional background which included: teaching at Community Baptist and other places and opening up a home daycare where she taught special needs children in Redondo; reported that she moved about four times and lived in most of their districts but remained in Redondo; stated that her passion used to be about children and as she has gotten older her passion has changed to housing and the older people; spoke about her desire to help educate older people and that she has experience with housing; asked that she be reconsidered for the Redondo Beach Housing Authority Commission; spoke of all she has learned and how that has helped her to educate others on various resources they have available.

Mayor Light thanked her for her service and enjoyed hearing her speak.

Councilmember Waller echoed the Mayor and asked that she speak more during the RBHA meetings because of her real-life experiences that most people don't have.

Councilmember Kaluderovic thanked her for participating and highlighting, noted that the City has Section 8 and they are proud of that.

It was noted that her attendance has been good.

Mayor Light reported that Jeffrey Rowe sent a video but could not attend that evening.

Nancy Skiba, District 4, stated she applied for Planning, Public Works Safety and Sustainability, and Budget and Finance Commissions; noted that she has experience in a lot of industries; highlighted that she worked in the film industry for over 25 years, owned her own private investigator company, subcontracted for LA Unified School District handling workers' compensation cases, studied Labor Law, and took a two-year program in Labor Studies; noted other jobs she had throughout the years; reported that she served on the Public Safety Commission and explained the reasons she liked working on the Commission; noted that she has been an active participant in the Commission meetings and District meetings and would like to be involved where she can contribute, create, and come to conclusions that are successful for all involved.

Mayor Light asked about Juan Melendez, but Assistant City Clerk Kalish reported he was not online.

Mayor Light asked about Ara Weiss but he was unable to attend.

Councilmember Castle reported that he met with that Ara Weiss before he went out of town; noted that he is interested in the Budget and Finance Commission, has a background in corporate finance, graduated from USC, and indicated he would be able to attend the meetings.

Mayor Light reported that he is also interested in the Public Works Safety and Sustainability and Planning Commissions.

Mayor Light invited public comment.

Mark Hansen stated that he supported Jake Marks as a candidate for the Harbor Commission; noted that the KHA also supported Jake Marks; provided more reasons why Jake Marks would be good to have on the Commission and why they would be lucky to have him serve; noted that another person put in an application for the Harbor Commission, he is a paddler so he would also be useful and that he would make an effort to locate and speak to him.

Councilmember Obagi reported that Juan Melendez did not receive a link, so he sent him one.

Juan Melendez reported that he would like to be re-appointed to the Cultural Arts Commission; noted that he filled in for two years and is currently finishing up his first year; stated that he feels he has made a positive impact being on the Commission and that they have accomplished a lot since he has been on it; noted that he played a part in getting the mural at the skatepark done and that there are many other projects in progress he has a vested interest in making sure they succeed; noted that he understands the process for applying for things that involve the public since he has a utility wrap down by the Strand; stated it has been a fulfilling position for him to volunteer his time and give back to the community.

Councilmember Waller referenced the utility wrap Mr. Melendez mentioned and stated it would be great if he could help others with that.

Assistant City Clerk Kalish reported no one online.

O. CITY MANAGER ITEMS

City Manager Witzansky announced the blood drive hosted by the RBPD on July 15th from 11:00 a.m. to 4:00 p.m. at the Main Library; reported that they have three substantive items for the July 21st meeting which are: 1) discussion on the ballot measure for the City's Land Use Element update and the City's Zoning Ordinance changes scheduled for November consideration, 2) discussion and review of the City's Hedge Ordinance, and 3) a proposed procedural model for Council consideration and discussion regarding the City's Crossing Guard Program along with staff's recommendations; stated that he would be postponing the discussion regarding the Gateway Project since the artist can't get it

done and will move the discussion on how to repurpose the project at the August 4th meeting.

Mayor Light moved onto item Q.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF – None

Mayor Light moved back to item N.1.

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:
Mehta Mechanical Company v. City of Redondo Beach, and DOES 1 through 100, inclusive Case Number: 25TRCV00677

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

One potential case (Letter received from the Law Firm Morgan, Lewis & Bockius LLP dated September 24, 2018, attached as part of the Agenda packet).

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:
David Conroy v. City of Redondo Beach; County of Los Angeles; City of Los Angeles; and DOES 1 through 50, inclusive.
Case Number: 26TRCV01630

S. RECONVENE TO OPEN SESSION – None

T. ADJOURNMENT – 8:14 P.M.

Motion by Councilmember Castle, seconded by Councilmember Waller, to adjourn the meeting.

Motion carried 5-0 by voice vote. Councilmember Obagi participated via Zoom.

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 21, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Mayor Light thanked everyone who applied and interviewed; explained that the Council will provide him with their recommendations, he will consider the interviews and their recommendations, make his final recommendation back to them, and hopefully the list is approved; stated that they will also announce the positions that are open due to absences in each of the Commissions, so more positions may be opening.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk

Minutes
Redondo Beach City Council
Tuesday, July 21, 2026
Closed Session – Adjourned Regular Meeting 4:00 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:00 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 4:00 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, Behrendt, Mayor Light Councilmember Obagi (arrived at 4:02 p.m.)
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk

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

Assistant City Clerk Kalish reported no one on Zoom and no eComments.

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:
Cornelia Blakely v. City of Redondo Beach, and Does 1 through 25, inclusive
Case Number: 24TRCV02937

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:
Claudia Siracusa v. City of Redondo Beach, a public entity, et al.
Case Number: 26TRCV00905

F.3. 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, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager
Jon Goetz, Redwood Public Law

PROPERTY:
100 International Boardwalk, Redondo Beach, CA 90277
130 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Jeff Jones, Quality Seafood, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

F.4. 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, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:
Basin 3 Slips, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Various Tenants

UNDER NEGOTIATION:
Price

Assistant City Clerk Kalish read titles to be discussed 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, Outside Legal Counsel Joshua Dale, Outside Legal Counsel Damien Capozzola, Waterfront and Community Services Director Elizabeth Hause, and W.E.D. Manager Katherine Buck.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to recess to Closed Session at 4:03 p.m.

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 Derek Kalish, Assistant City Clerk

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky stated no reportable action that evening.

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 6:01 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:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited veterans and active-duty military to stand and be recognized for their service.

Maya, 3rd grader at Beryl Heights Elementary School, led in the Pledge of Allegiance.

Mayor Light asked all to remain standing for a moment of silent invocation.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

Mayor Light reported speaking at the League of California Cities Board of Directors meeting held in Redondo Beach on Thursday night; met with the City's auditors to discuss their audit of the City; attended the Sanitation District meeting for the City's district, noted that they mostly spoke about the boring accident outside of Palos Verdes.

Councilmember Waller reported that the RBPD Battle of the Badges Blood Drive was the week before and they set a record for the number of donations but did not meet the goal of 150; stated he had the honor of installing the 2026-27 Chamber of Commerce Board of Directors on Monday morning, congratulated new Chair Michelle Brown and the other new officers; reported that the Riviera Village Association had their Board meeting that morning and congratulated new RVA Board President Kim Judy; announced the NRBBA Summer Mixer would be at Artesia Bar on Wednesday at 8:00 p.m., he would be attending the South Bay Cities Council of Governments' Board meeting on Thursday, that Dine-Around-Artesia is on July 29th, Cruzin' the Lagoon is every Friday from 3:00 p.m. to 6:00 p.m. at the Harbor parking lot, and live music at the Pier is on Thursdays and Saturdays throughout the summer.

Councilmember Castle congratulated King Harbor Yacht Club for raising $85,000 at their Annual Regatta for Cure Cancer, noted that the funds are donated to Cedars-Sinai Research Lab for Cancer Research; announced his Community Meeting on Thursday, at the Library, at 5:30 p.m. and Councilmember Behrendt would be hosting it with him; stated they would be focusing on economic development for the City.

Councilmember Kaluderovic thanked Officer Lofstrom for organizing the blood drive; reported attending the South Bay Housing Trust Board meeting last Thursday, stated they discussed options of programs that the Trust could fund and listed some of the programs discussed.

Councilmember Obagi reported that they met with the owner of the property at 182nd and Kingsdale, stated that the owner just got approval to submit their building plans for a 150-unit townhome development that will be for sale and include 20% affordable units; thanked the City's Engineering team and the Public Works Department for the safety enhancement at the crossing at Ripley and Flagler.

Mayor Light announced the ribbon cutting for the Bill Brand Gateway Park at 182nd St. at 3:00 p.m.

E. APPROVE ORDER OF AGENDA

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

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

Assistant City Clerk Kalish reported seven Blue Folder items: H.5, H.6, H.8, H.17, J.1, N.1, and N.3.

Motion by Councilmember Waller, 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 21, 2026

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 16, 2026 ADJOURNED AN REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30684-30700 IN THE AMOUNT OF $15,030.84, PD. 7/3/26
DIRECT DEPOSIT 313785-314444 IN THE AMOUNT OF $2,541,154.32, PD. 7/3/26
CHECKS 30701-30716 IN THE AMOUNT OF $11,846.02, PD. 7/17/26
DIRECT DEPOSIT 314445-315120 IN THE AMOUNT OF $2,675,870.08, PD. 7/17/26
EFT/ACH $11,091.01, PD. 6/18/26 (PP2613)
EFT/ACH $499,645.51, PD. 7/13/26 (PP2613)

ACCOUNTS PAYABLE DEMANDS
CHECKS 125451-125696 IN THE AMOUNT OF $8,106,342.27
EFT QMINDER LTD 10,888.00

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. **APPROVE AN AGREEMENT WITH STATION AUTOMATION, INC. DBA PSTRAX FOR ELECTRONIC LOGGING SYSTEMS FOR THE FIRE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED $21,749.11 AND THE TERM JUNE 20, 2026 THROUGH JUNE 19, 2029**

   CONTACT: PATRICK BUTLER, FIRE CHIEF

2. **APPROVE A LICENSING AGREEMENT WITH BARRICADE AI, INC. TO PROVIDE A COMPUTER REPORT WRITING SOFTWARE PLATFORM FOR A 60-DAY NO COST TRIAL PERIOD WITH AN OPTION TO CONTINUE FOR AN ADDITIONAL 10 MONTHS AT A COST OF $50 PER USER, PER MONTH, FOR AN ESTIMATED EXPENDITURE OF $6,000 AND THE TERM JULY 21, 2026 THROUGH JULY 20, 2027, UNLESS TERMINATED DURING THE TRIAL PERIOD**

   CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.6. DECLARING THE FOLLOWING COMMISSION POSITIONS VACANT BASED ON ABSENCE FROM 3 OR MORE MEETINGS SINCE OCTOBER 1, 2025, PER REDONDO BEACH MUNICIPAL CODE SECTION 2-9.107(7) AND;

AUTHORIZE THE CITY CLERK TO POST NOTICE OF VACANCIES FOR THE BUDGET & FINANCE, CULTURAL ART, PUBLIC AMENITIES, AND PUBLIC WORKS AND SUSTAINABILITY COMMISSION POSITIONS.

CONTACT: ELEANOR MANZANO, CITY CLERK

H.7. ACCEPT AS COMPLETE THE ARTESIA BOULEVARD SAFETY IMPROVEMENTS PROJECT, JOB NO. 41330, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER AND TO RELEASE THE RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. ADOPT BY TITLE ONLY ORDINANCE NO. 3313-26 AN ORDINANCE OF THE CITY COUNCIL 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 HOURLY RATES. FOR SECOND READING AND ADOPTION

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.9. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-054, 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 ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3

CONTACT: PATRICK BUTLER, FIRE CHIEF

H.10. APPROVE THE PURCHASE OF 20 REPLACEMENT WALKWAY LIGHT POLES AND FIXTURES FROM SOUTH COAST LIGHTING AND DESIGN FOR VETERANS PARK AT A COST OF $93,068

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.11. APPROVE A TRANSIT SERVICES AGREEMENT WITH THE CITY OF MANHATTAN BEACH FOR THE OPERATION OF BEACH CITIES TRANSIT LINE 109 FOR A ONE-YEAR PERIOD, BEGINNING JULY 1, 2026 THROUGH JUNE 30, 2027, FOR A FEE OF $29,125 ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2607-055, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING

A FISCAL YEAR 2026-27 BUDGET MODIFICATION TO ALLOCATE $29,125 FROM THE CITY OF MANHATTAN BEACH FOR BEACH CITIES TRANSIT LINE 109 COST SHARING TO THE CITY'S TRANSIT FUND

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

H.12. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-056, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $198,126 IN PERMANENT LOCAL HOUSING ALLOCATION FUNDS FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO THE INTERGOVERNMENTAL GRANT FUND

CONTACT: JOY A. FORD, CITY ATTORNEY

H.13. APPROVE THE PURCHASE OF POLICE DEPARTMENT DUTY AND PRACTICE AMMUNITION FROM DOOLEY ENTERPRISES, INC. IN THE AMOUNT OF $42,762 CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE H.14. APPROVE MEMORANDUM OF UNDERSTANDING WITH CLEAR INC. FOR SUBSTANCE ABUSE AND MENTAL HEALTH COUNSELING FOR THE AMOUNT NOT TO EXCEED $125,000 FOR THE TERM JULY 1, 2026 TO JUNE 30, 2027

CONTACT: JOY A. FORD, CITY ATTORNEY

H.15. APPROVE SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT (SLESA) WITH THE COUNTY OF LOS ANGELES FOR COURT SECURITY SERVICES IN THE CITY OF REDONDO BEACH AND HERMOSA BEACH FOR HOUSING INITIATIVE COURT FOR THE TERM BEGINNING JULY 1, 2026 THROUGH JUNE 30, 2031, UNLESS TERMINATED PRIOR BY EITHER PARTY

CONTACT: JOY A. FORD, CITY ATTORNEY

H.16. RECEIVE AND FILE A LETTER OF SUPPORT TO SENATE BILL 799, WHICH, IF APPROVED BY THE STATE, WOULD BROADEN THE SOUTH BAY REGIONAL HOUSING TRUST'S POWERS AND UPDATE ITS BOARD STRUCTURE

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

H.17. APPROVE AN EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND MULTIVERSE PLATFORMS INC FOR 123 INTERNATIONAL BOARDWALK, THE FORMER FUN FACTORY SPACE

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

H.18. RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY THE CITY COUNCIL ON MAY 5, 2026

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

Motion by Councilmember Castle, seconded by Councilmember Waller, to approve items H.1 through H.18.

Mayor Light invited public comment.

Ron Maroko, District 3, spoke regarding item H.6; referenced municipal code section 2-9.101 regarding the removal of a Commissioner by the majority of the Council; referenced Ordinance 2-9.107 regarding vacancies, noted it is the first use of an automatic vacancy ordinance; said there are issues that the Council should consider in the wording of the Ordinance: it is self-executing and there is no discretion to the Council since the vacancy is built into the Ordinance, how is it different than the Charter except that the Council still acts so it is not automatic, and who notifies the individuals that they have been removed from the Commission; spoke about absences in the Commissions where the person has attended subsequent meetings even though they are no longer on the Commission; questioned how they would keep them from taking a seat; stated that with the vacancy of three from the PAC there will only be four left, which is barely a quorum; reported another person's term will be up from the PAC after two more meetings; stated that he sent suggestions to the Mayor.

Mayor Light stated that an email went out to each of the Commissioners informing them.

Assistant City Clerk Kalish reported no one online and one eComment for H.16 opposed.

Councilmember Obagi thanked Public Works and the engineering team for their work on H.7; reported that the new safety measures looked great and worked well for bike riders and drivers.

Motion carried 5-0 by voice vote.

Assistant City Clerk Kalish read H.8 adopt by title only Ordinance No. 3313-26, H.9 adopt by title only Resolution No. CC-2607-054, H.11 adopted by 4/5th vote and title only Resolution No. CC-2607-055, and H.12 adopt by title only Resolution No. CC-2607-056.

Mayor Light noted that the City has an exclusive negotiating agreement for the Fun Factory site that just got approved; hoped that the City and the proponent of it could come to a good outcome after the exclusive negotiating period.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Mark Marriott, 20-year resident, voiced concern over Redondo Beach using Flock Safety as their surveillance company; reported that Flock Safety has a nationwide network of cameras that are networked with all the other cameras and other law enforcement departments all across the country; noted that Redondo Beach does not have any control over how other law enforcement agencies will utilize the cameras; provided several examples of misuse by law enforcement agencies and the Federal government, noted multiple officers nationwide have been fired or charged with stalking their ex-partners through the use of Flock cameras; cited more cases of abuse and mistrust with law enforcement and the Federal government involving Flock Safety; suggested that the City take down any cameras they have up before it is too late.

Assistant City Clerk Kalish reported no hands raised online and one eComment for J.1 in opposition.

Ron Maroko stated that he had three topics to cover: 1) reported that, on August 5th, Wilderness Park was referred to staff and should hopefully be coming back to Council to decide if it should be a landmark, 2) stated that the Dawidziak parkette was referred in August 2025, asked that it be brought back and be done, and 3) referenced the utility boxes that Commissioner Melendez spoke of the week prior, reported that on July 20, 2021, Council approved a utility box for Ashish Sharma and Rishi Pandey but it had never been put up or promoted to be put up by staff, commented that they are going to be getting more utility boxes, and hoped that the Council would refer to staff that they include the two boxes that were Council approved but not installed to be part of the consideration when the opportunity presents itself again.

Assistant City Clerk Kalish reported no participants online.

Laura MacMorran, District 1, thanked the Mayor and Council for their time and energy, noted that she does not always agree with their decisions, but respects the office they hold; stated that in 1926, the U.S. Supreme Court affirmed that zoning is a constitutionally valid exercise of local government power; referenced the landmark case Euclid, OH versus Ambler Realty where it was found that zoning is rooted in government's police power, that police power is there to protect public health, safety, and welfare; noted that zoning remains one of Planning's main implementation methods; announced that from October 3rd through the 6th, the California Chapter of the American Planning Association will hold its Annual State Conference in Los Angeles; reported that it will provide 97 sessions about planning issues, State legislation, housing affordability, climate resilience, technology, and mobility; encouraged the City to take advantage of the educational opportunity.

Assistant City Clerk Kalish reported no participants online.

Wayne Craig recalled that he mentioned, at one of the public meetings hosted by Councilmembers Behrendt and Obagi, that the City has a data sharing contract with Peregrine Technologies; reported that the founders of Peregrine came from a company called Palantir, which is a large data company that holds billions of dollars in contracts with the government; voiced concern that the former RBPD Chief is a consultant for Peregrine Technology and reported that elected officials have a sunset period, where they cannot work for a company they helped get a contract for while they were in office; noted that he mentioned it to the City Attorney, respected the Council's review of it, and hoped the contract with Peregrine is ironclad; commented that data can be shared to be used against people who are not doing anything wrong; said the hope would be that data is shared to catch those that have slipped through the system but that the City should not be caught up in it; noted that there have been ICE raids in Redondo Beach and there is a possibility it was through data that was shared; suggested that a review of the contract is needed, that the City should know where the data is being shared, and how long the data is retained.

Nancy Skiba (via Zoom) wanted to encourage people to go to district meetings outside of their own district and to also participate in the Citizens Police Academy that Redondo Beach offers; reported that she was in Class 41 and learned a lot about the different parts of law enforcement.

Assistant City Clerk Kalish reported no hands raised online.

K. EX PARTE COMMUNICATIONS

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING MODIFICATION TO THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO HEDGE-RELATED ORDINANCES

CONTACT: JOY A. FORD, CITY ATTORNEY

City Attorney Ford stated that staff is seeking direction on whether the Council would like to make any amendments to the Hedge-related ordinances; noted that staff has a few recommendations for them and could bring back a draft for first reading at the next meeting with any additional amendments they would like; reported that she was joined by Quality-of-Life Prosecutor Stephanie Johnson and Legal Intern Cole Webb; noted that Legal Intern Cole Webb would be giving the presentation that evening.

Mayor Light stated that the package talked about recommendations from two members of the Council; asked if those would be worked into the presentation.

City Attorney Ford responded that the presentation broadly covers different topics, then they will open it up for discussion, and Council can provide direction to staff.

Quality-of-Life Prosecutor Johnson stated, in order to prepare for the discussion that evening, they reviewed ordinances from various Southern California cities, consulted with City departments, and gathered feedback from residents; said they recognize any changes will impact the community and City objectives so their objective that evening is to offer recommendations that bring clarity and consistent guidance to Citywide hedge enforcement.

Legal Intern Webb provided some background into the item, stating that, in December of 2025, code enforcement began receiving an influx of complaints regarding over-height hedges throughout the City; stated that Code Enforcement issued correction notices to property owners who were allegedly in violation; reported that the enforcement led to increased questions from property owners and residents about the current state of the law and how alleged violations are enforced; stated that the City Attorney's Office identified three key issues while reviewing the current hedge ordinance; 1) lack of definition as to what constitutes a hedge, 2) the level of penalty for height-only violations, and 3) who may file a complaint with the City; stated, in regard to the first issue, Redondo Beach Municipal Code (RBMC) only has a definition for tree but not hedge and this has led to some confusion and disputes when dealing with Code Enforcement; stated that staff recommended adding definitions for fence or wall, hedge, height, and vegetation to RBMC; stated, in regard to the second issue, the current penalty for height-only violation is a strict misdemeanor under the RBMC but a wobblette is more serious and can be a misdemeanor or an infraction so staff recommended reclassifying violations of height-only as either an infraction or misdemeanor to make enforcement more consistent; noted that Code Enforcement received several anonymous complaints that alleged height-only violations, so the City Attorney's Office reviewed several local ordinances on who may file a complaint; stated, in regard to the third issue, the City Attorney's Office recommended adding a bona fide complainant standard to the RBMC, which would limit height-only complaints to those who are actually impacted by the alleged violation but not prohibit complaints to public nuisance violations; reported that feedback from the City departments was unanimous for no increase to the current height requirements of the hedge ordinance but departments' concerns included: preserving sight lines for First Responders, public safety, and ADA compliance requirements; stated that several City departments also recommended that City Council consider an administrative design review process for property owners with non-conforming vegetation; summarized that the City Attorney's Office recommended adding the definitions he went over earlier in the presentation to the RBMC, reclassifying height-only violations as an infraction or a misdemeanor, and adding new language on who may file complaints for alleged violations.

Mayor Light stated that the package provided potential definitions of hedge and asked if staff had any specific recommendations on which one or if they are leaving that up to Council.

Quality-of-Life Prosecutor Johnson responded that they reviewed several ordinances from other cities and combined them to establish a Redondo Beach definition, which she stated was on page 3 in their Administrative Report.

Mayor Light pointed out that the briefing does not say what the recommendation is, but the Administrative Report does and just wanted to be clear; asked if staff had recommendations as it related to height.

Quality-of-Life Prosecutor Johnson responded that the height should remain the same.

Mayor Light clarified that he was referring to whether it should be a misdemeanor or a penalty for height only.

Quality-of-Life Prosecutor Johnson replied that the City Attorney's Office recommended that Council consider modifying it from a misdemeanor to a wobblette; explained that if there are ongoing violations that are not corrected it could potentially rise to a misdemeanor.

Mayor Light noted that it escalates over time for lack of addressing the infraction.

Councilmember Behrendt commented that the City Attorney's Office along with the City Manager's Office and other departments did a thorough review and captured it well; reviewed the recommendations in the Administrative Report, as well as the recommendations provided by Councilmember Obagi and himself, so they could lay it all out; noted that item 1 included clear and updated definitions of what constitutes a hedge, fences, and walls, item 2 revised the Ordinance to provide the City Attorney's Office with some discretion to charge certain violations as a misdemeanor or an infraction (aka wobblette), item 3 included a bona fide complaint requirement, noted that it would reduce the likelihood of unnecessary complaint filings, expenditures of time and resources, and enforcement of minor, trivial, or inconsequential violations, item 4 ensures the City retains independent discretion to seek enforcement of the ordinance for violations concerning Police, Fire, and public safety matters and went through examples of the types of violations that would cover, item 5 included an Administrative Design Review Process for hedge heights in excess of the 42 inches to be reviewed and potentially approved by the Community Development Director or designee, voiced concern that item 5 would involve administrative burden and cost; suggested, if Council went along with item 5, some cost recovery element be attached to it; requested that staff explore the feasibility and come back with some options regarding item 5; spoke of including a neat and orderly requirement for all hedges in the City for item 6, agreed that revising the statement of purposes in the ordinance to capture and explain the intentions and reasoning for the revision at the beginning would be helpful for item 7, and noted that item 8 had miscellaneous items for consideration, but highlighted 8B, which was to add a new height limit for high visual obstructions (HVOs); stated that the City Attorney's Office did not adopt it but that maybe it could be revisited at another time; spoke about the need to ensure reasonable notice and opportunity for people to fix the violation rather than immediately go to enforcement, which was mentioned by Councilmember Obagi, except

for critical and/or urgent violations; recapped that Councilmember Obagi and himself are mostly in alignment with the City Attorney's Office.

Mayor Light thanked Councilmembers Obagi and Behrendt for the work they put into reviewing the ordinance; asked, regarding the ADR, if they would consider that the nearest neighbors be notified so they are aware and could weigh in on it.

Councilmember Behrendt stated he and Councilmember Obagi discussed that and concluded a process like that would involve staff time, notice of a hearing, and people coming in to speak, which is why they suggested staff took a deeper look into the need for an ADR.

Councilmember Obagi asked to hear from staff and the City Manager on what they thought the ability of the City would be to process exceptions.

City Manager Witzansky noted that the Planning and Building divisions have a lot on their plates; stated that the recommendations made that evening are supported by staff and are consistent with the quasi subcommittee's work; spoke about the need to be cautious with regard to the ADR item and, if they do go down that path, that clear objectives and standards are developed; voiced concern that it would create friction between neighbors and put staff in a difficult position; read from the review: "Maintaining low fences and hedges and front yards is a fundamental urban design principle that improves character, safety, and livability of neighborhoods. Low front yard landscaping creates an open, welcoming appearance and allows the homes to contribute visually to the street."; stated that is a fundamental principle to the way the City has developed their neighborhoods and that it is a variance and a high level exception; stressed that it should not become a process towards how people can enclose their front yards but the objective criterion needs to be created so that it does not become a standard long term; stated that traffic engineering and public safety considerations were well articulated in the Staff Report; noted that the triangle methodology, increased sight lines at all intersections, driveways, crosswalks, etc., that Traffic Engineer Liu mentioned is very important; stated the City can live with the 42 inch standard that exists in the code currently but future consideration would be given to lowering that number around driveways and with homes that are on corners with critical intersections; noted that the ADA path to travel and the quality of maintenance is understandable; spoke about public safety for Police and Fire being critical and hedges growing too high which could create entanglements in roof structures and fire risks; opined that the Council should work from the recommendations made by Councilmembers Behrendt and Obagi but item 5 would need more review and stated it should have full cost recovery for any kind of ADR process.

Councilmember Obagi suggested Council send it back to staff with direction to pursue it and flush it out so they can come up with full cost options.

City Manager Witzansky commented that once staff set the criteria, they will know what standard of review they will create which would include workload and volume; noted that it becomes more expansive and more deliberate with neighbor-to-neighbor involvement.

Mayor Light voiced concern with variances the City might potentially approve through an ADR process for people's backyards, noted that a neighbor might not be happy about it but would have no recourse since the City allowed it.

City Manager Witzansky said typically the City's ADRs are subject to appeal; spoke of creating an expanded review process but that would lead to noticing and public hearings.

Mayor Light suggested going away from ADRs; stated it wasn't right to approve something that the abutting neighbor never knew was happening; provided a personal experience he had with a neighbor regarding overgrown trees.

City Manager Witzansky commented that undoubtedly there will be concern from neighbor to neighbor on those types of issues; stated that an ADR might not be the right process and that a CUP or a traditional variance hearing would be better.

Mayor Light asked Councilmember Behrendt if they had a definition for "adjacent or nearby".

Councilmember Behrendt reported that the City Attorney's Office drafted one and believed it was 150 ft. from the location.

Councilmember Obagi thanked the District 4 residents that spoke to them about the complaints filed and the actions they took; noted that it pushed him to work on it and confer with Councilmember Behrendt; thanked Councilmember Behrendt for coming up with a bona fide compliant definition and crafting a new Hedge Ordinance; thanked the Quality-of-Life Prosecutor and the City Attorney's Office for researching other municipalities and conferring with all the necessary departments; stated that he realized much more was involved in hedge heights than he understood; noted what City Manager Witzansky read also stood out to him as well as the sentence about lower fences and hedges strengthening neighborhood interactions; said he agreed more or less with everything Councilmember Behrendt said; asked that residents, who have hedges over 42 inches, provide the Council with reasons why they should be able to keep them so Council can decide whether or not it is worthwhile to come up with an alternative process; reported that he received an email from Hai Tran, who was there that evening, who stated his property sits below the grade of the sidewalk and pointed out that the definition needs to clarify if the height requirement starts from the sidewalk grade or the grade of the property; stated that the current definition says "the finished grade versus the existing grade" but questioned which one would be the finished grade in Mr. Tran's situation; requested that a clearer definition that bodes in favor of privacy that is not higher than 42 inches from the public walkway.

City Manager Witzansky stated there is a contrary to Mr. Tran's scenario where the finished grade might be above the sidewalk; suggested an either or type standard be created.

Councilmember Obagi agreed that flexibility would be needed for grade differentials;

stated that he understood the District 4 residents who complained that the hedges provide shade and cools down their properties but noted it can also become a safety issue if Police and Fire are not able to see if a person is there who shouldn't be; stated that he supported all the recommendations made.

Mayor Light asked Councilmembers Obagi and Behrendt if they wanted to form a subcommittee with themselves and staff, or if they wanted to turn the broad recommendations over to staff and let them work on it.

Councilmember Obagi said some details with the ADR need to be ironed out but felt staff would come up with a good definition for height.

Councilmember Behrendt wanted to hear input from the rest of the Council first; agreed that City Attorney's Office could draft something which had the removal of the HVO area, the removal of the 24 inches, and that worked on the ADR potential process; mentioned the details would be critical.

Discussion followed.

Councilmember Obagi asked for clarification if staff's recommendation on the HVOs was to go up to 36 inches or to leave it out completely.

Quality-of-Life Prosecutor Johnson stated that it is 36 inches in the triangle areas and 42 inches for driveways in the current ordinance and they would keep it that way.

Councilmember Obagi voiced support for that.

Councilmember Waller commented that the hedge height should be measured from the taller of the two grades and could be worded as "the taller of the two" subject to safety; stated, with housing being tighter and taller, consideration of eight feet for interior side and rear yards would be reasonable and to keep sight line requirements on intersections and driveways; supported the idea of the 24 inch, five by five triangle HVO at the driveways and similar situations; noted that he gets complaints from residents trying to back out of their driveways and not being able to see; said he is amenable to modifying it but liked the 24 inches; asked that the ordinance protect mature vegetation where possible, noted that heritage trees are protected in the City, but understood it could not be a blanket on all heritage hedges but hoped there could be something in the code to recognize it; reported that he spoke to the City Attorney earlier and she would look into some possible language for it; voiced support for the other items that Councilmembers Obagi and Behrendt provided.

Councilmember Obagi asked the City Traffic Engineer if he thought the 36-inch height limit for the HOV area would be beneficial.

City Traffic Engineer Liu responded that it could provide better visibility in the five by five HOV area and that is why they included the statement about Santa Monica in their report;

stated that staff did not strongly recommend it because it would automatically create a lot of non-conforming properties in the City but it is a creative new practice that Santa Monica is using; noted that it treats driveways as mini intersections but that their ordinance does have some leeway for existing fences; highlighted it as another tool that the City could use and that 36 inches would be helpful in terms of safety for pedestrians and drivers; spoke of trends towards EVs and larger vehicles steering the trend towards lower height limits.

Councilmember Obagi noted that the City is complaint driven and does not do code enforcement unless there is a complaint first by a resident; asked if there would be a reason to provide the City with independent discretion if the City does not actually enforce things without a complaint.

City Manager Witzansky responded that typically, due to resources and staffing, the City operates on a complaint basis but there are instances where the City may proactively address policy matter of the City through enforcement action; reported that they are currently addressing a list of complaints specific to Traffic Engineering confirmed sight line issues; opined it would be important that it be part of the City's policy goals whether it is written in or not, stated they should always have that right; hoped that the code would provide the City the right to enforce what is in the code absent a complaint but, if needed, they should make it abundantly clear to the community.

City Attorney Ford stated that what Councilmembers Obagi and Behrendt are calling "critical", the City Attorney's Office would label as one of the City's nuisances and they would have the discretion to enforce it; commented she does not thing additional language is needed for it and that is why it wasn't a recommendation; stated to address the concern, the City does have the discretion under the nuisance code.

Councilmember Behrendt asked if the City Attorney would be able to draft an ordinance that would be enforceable to capture what the City Manager described for the broader violations laid out in item 4.

City Attorney Ford responded yes, they could do that.

Mayor Light commented that he liked what staff wrote about the City's discretion because, if someone who wasn't a bona fide complainant wrote in about a credible complaint, it would allow the City the discretion to consider it, whereas the other way the City would disregard it.

Discussion followed regarding encroachments and other types of scenarios that may not fall under nuisance that could still be addressed.

City Manager Witzansky emphasized that the goal is to create the specific rules and requirements that all of the City's residents should strive to maintain and correct; cautioned that they don't want to create a system where neighbors do not follow the rules and requirements because they know they won't receive a bona fide complaint; noted

that the City should always have the ability to enforce against the standards with or without a neighbor or bona fide complaint; stated that, in practice, given resources and workload they will still primarily respond to complaints unless it is a traffic engineering concern but they are setting the framework for how the City wants to see hedges maintained.

Mayor Light, speaking directly to Councilmember Waller, said he would not want an eight-foot hedge on his side yard since it would block all the sunlight and would become a maintenance nightmare; stated he would not want that to be a blanket rule.

Some discussion followed.

Councilmember Obagi asked Councilmember Waller if he was requesting a height increase on fences or hedges or both.

Councilmember Waller responded that he didn't mind on both, but did not want to get into fence discussion.

Mayor Light stressed that he did not want a blanket approval on side yards.

Councilmember Behrendt asked for staff's input regarding eight-foot hedges in the back or side yards.

City Manager Witzansky responded that, in conversations he has had with the team, it is not their primary concern; stated that staff are comfortable with the language as drafted, which is currently six feet.

More discussion followed about increasing two feet, the neighbor-to-neighbor scenarios with air, light, and visibility, and issues if it goes within roof lines and gutters; noted that there would be case by case situations.

Mayor Light invited public comment.

Miles Burkart, 14-year resident, provided a visual aid called "Hitchhiker's Guide to Safety Complaints" and noted that residents use Access Redondo Beach to file issues; stated that three things help when a complaint is filed: sending photos, if the person knows it's a safety issue, and if there is a personal impact to them; reported that complaints seem to disappear into a black hole, get closed for invalid reasons or missing reasons, or stay open for years; stated that the ones that get resolved are done partially or are invalid fixes; provided a visual example (he called Where's Waldo) of an intersection where he witnesses rolling stops all the time, reported that he filed a complaint in February and three days later it was closed with no explanation, and, after multiple follow ups, Code Enforcement sent him an email stating the case remained closed because tree height is not regulated under the RBMC; stated that his case reveals many systemic failures: 1) failure of inspection, meaning Code Enforcement didn't' look at the property, 2) failure of training, stated code for corner lots clearly regulates trees and any obstruction in the

visibility triangle, 3) failure to understand visibility standards, reported that in his visual "Waldo" is a full size pickup truck at the stop sign but cannot be seen because of the obstruction, and 4) failure of resolution, reported that after he pointed out "Waldo" staff changed their minds and had the property thin the trees to a five-foot tall privacy hedge; asked the Council to direct the City Manager to prioritize an audit of Code Enforcement training and protocols on sight line safety; commented that it is an operational breakdown at the City leadership level; noted that the Blue Folder contains the proof.

Mayor Light asked if Traffic Engineer Liu had seen the picture.

Traffic Engineer Liu reported that he doesn't recall every single case that comes his way, sometimes cases go straight to Code Enforcement and he may not get looped in, but stated if a complaint is brought to him, he will look at the RBMC; stated he did not recall viewing that photo.

Miles Burkart stated that he walked the property with staff.

Assistant City Clerk Kalish reported Nancy Skiba was online, but she did not respond and he reported no one else was online.

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

Motion carried 5-0 by voice vote.

Larry and Cindy Genova, 38-year residents, said there were not there to file a complaint but to address the current hedge height code; stated that their house backs up to their neighbor on Graham Ave. and that neighbor has massive bamboo that is overgrown, hangs over their garage, and the rubbish gets into their pants and yard; reported that the neighbor is aware of the issue but does not care; spoke of the dry bamboo being a fire hazard to their property as well as other properties in the neighborhood; stated that they submitted photos to show the Mayor and Council of the yards; said they believe in an individual's right to privacy and reasonable heights but felt their neighbor is pushing the limits; stated that they don't want to escalate their conflict but they don't want to give legal right to grow bamboo in a small area to uncontrolled heights; asked that the height code be enforced, and if the code is changed to raise the height that the City be fair and not allow hedges to reach enormous heights that encroach and spread trash on other properties; hoped for a comprehensive, legally enforceable hedge height code and asked that they advise them when they have that code; asked that they consider their submitted photos when they meet for their proposed rule changes regarding hedge heights.

Councilmember Obagi stated that they could consult an attorney about civil code and their rights, noted that under the current language and future language the ordinance will only work if they do file a complaint.

Cindy Genova questioned that they would need to see an attorney.

Councilmember Obagi clarified that they do not need to see an attorney but, once the City finalizes a new ordinance, they can complain to the City as a bona fide complainant and alternatively they do have remedies potentially under the State law.

Assistant City Clerk Kalish reported no one online.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to receive and file.

Motion carried 5-0 by voice vote.

Joann Dresner recalled that a few weeks prior her husband spoke before the Council and asked two questions: 1) When one source generates a disproportionate amount of activity does that pattern warrant review, and 2) is the process functioning as intended; stated that the discussion that evening was not about legitimate safety concerns but about ensuring that the City's complaint process cannot be abused; stated that the complaint process is only effective when the community has confidence that it is fair, objective, and cannot be weaponized against its residents; reported that they have repeatedly had someone go onto their property or adjacent to it to photograph their home, she approached the individual only once during the repeated times to ask why he kept taking photos of their home when they were already in direct communication with the City, and stated he became hostile with her and called her names; said he told her several times he would see it through to the end and he had nothing but time and money; stated that the encounter left her deeply shaken so her husband insisted she file a police report so it would be documented; stated that she submitted a picture of the police report and a photo of him taken in front of their property that day; stated that it is not about her personal experience, but it does illustrate why the proposed bona fide complainant and good faith provisions are needed and important; stressed that complaint driven enforcement should focus on neighbors who are genuinely affected and if there are legitimate public safety concerns; voiced support for the ADR process; asked, as they finalize the ordinance, that they consider those two things.

Assistant City Clerk Kalish reported no one else online and 19 eComments: two with no position listed, two neutral, 14 in support, and one opposed.

Laura MacMorran stated that she agreed with most of the recommendations but felt the Engineering recommendations on corners need three factors when considering sight lines: height, speed, and distance; said code to code comparison is not enough and used an example of the right of way street that she grew up on and the right of way street she is currently living on; noted that they were both 60 feet wide but that her parkway growing up was larger than what she has now; noted that the inches matter since they measure from on top of a curb and that cars are lower to the ground when on the street; stated that she would like 25 feet in length and 36 at corners; reported that she has complained to Code Enforcement and does not get resolution; hoped that the City would take a proactive approach when it comes to certain safety concerns instead of always putting the burden

on the citizen; stated that Code Enforcement should act when something is in plain sight, otherwise it is presumed acceptable by the public.

Assistant City Clerk Kalish reported no one online.

Hai Tran voiced support for the bona fide complainant requirement; stated that several complaints was actually closer to more than 100 complaints about hedge heights; opined that a single individual has been submitting the complaints and has been taking pictures of all the neighbors' hedges; said it is easy to file a complaint online; stated that he supported the ADR process recommendation and explained the unique layout of the front unit where he lives as an example of why the process is needed; stated he would be happy to pay for a filing fee so the City could recover costs; suggested that as part of the application the applicant could submit neighbor input or statements of support so no hearing would be needed; asked the Council to direct staff to review the current cases in enforcement and re-evaluate whether the original complaints meet the bona fide complaint requirement.

Councilmember Behrendt commented that the concern of the ADR process is it may create an adversarial process with neighbors; stated that what they are trying to do with the bona fide neighbor requirement is to avoid needing the ADR process; noted that if rules are followed regarding heights and there are no other safety issues, then it would require a neighbor to make a complaint; said that is the reasonable balanced compromise they were trying to reach and should resolve his issue; noted that the potential problem of adding the ADR would be staff time and the cost recovery might be $1,000.

Hai Tran responded that it should be up to the homeowner to decide and that providing the path for the homeowner and giving them the option is important.

Councilmember Behrendt thanked him for recognizing that the City would not subsidize the effort; stressed that the process would be very detailed; asked if Mr. Tran would be okay with keeping it at a good faith requirement of 42/6 and shelve the ADR for now and if it becomes an issue, they could reserve it later.

Hai Tran stated that he wasn't suggesting a hearing, he was suggesting including statements of support from the neighbors in the application.

Councilmember Behrendt noted that they are trying to make a balanced decision but were reluctant to proceed with the ADR process.

Mayor Light said he misstated his intent with the ADR; clarified that if the City were to go with a variance process, then an ADR would be a chance for others to opine on it, but if the City goes by objective standards, then there is no need for an ADR.

Assistant City Clerk Kalish reported no one online.

Rick Cortina commented that his neighbor located on the back edge of his property has

vegetation that is over 40 feet; spoke of another neighbor building a new home and stated that they recently planted 85 Ficus trees along the fence line; noted that they would grow to over 40 feet and they have submitted complaints to the City but nothing has been done; asked how do they get the City's attention, noted that it has gone to the Building Department.

Mayor Light voiced concern about the unresponsiveness from Access Redondo Beach submissions or missed responses but stated it is not part of that evening's hearing.

Rick Cortina stated that he did not use Access Redondo Beach for his complaint but actually emailed it in and hand delivered it; asked if the standards would be retroactive.

Councilmember Obagi responded that the City is not changing the standard and it will remain at six feet.

Rick Cortina stated that his neighbor has hedges that are 30 to 40 feet and over the power poles by at least 10 feet.

Councilmember Obagi said his understanding is that the City currently has a pause on enforcement while they work through the revision and stated that, once the revision is finalized and the standards are set, he can file his complaint; suggested that if he does not receive a response from Code Enforcement, he could email his Councilmember.

Assistant City Clerk Kalish reported no one online.

Motion by Councilmember Behrendt to direct staff, including the City Attorney's Office, to pursue a revised Hedge Ordinance that follows the recommendations he and Councilmember Obagi made that evening with two changes: 1) not include 8B, and 2) taking out the ADR, and, if needed, to appoint Councilmember Obagi and himself to work on a formal subcommittee with the City Attorney's Office to go through the revision over the next week or so, and to include the height definition to address above and below grade properties to accomplish the same intent as the 42 inch viewing and six feet on the side.

Councilmember Obagi requested a friendly amendment to reincorporate the five-by-five HOV but at a 36-inch maximum height.

Councilmember Behrendt stated he is agreeable to that friendly amendment as long as the City Manager or other staff does not feel that would be an issue.

Councilmember Obagi provided his reasons for the height, stating that 36 inches is the height standard for corner lots and should be the same standard for driveways which are similar in nature.

Councilmember Behrendt voiced concern that 36 inches would be low and that they already have something in place that prevents sight restrictions.

Councilmember Waller supported Councilmember Obagi's friendly amendment.

Councilmember Behrendt asked City Attorney Ford what the current statue said about driveways and restrictions on hedges.

City Attorney Ford responded that there is nothing specific to driveways, it would just be the 42 inches in the front.

Councilmember Obagi explained that he envisioned the 36-inch height limit being directed towards new construction in the five-by-five HVO and it would just get the City progressively towards a more visible environment.

Councilmember Behrendt supported it if there were no unintended consequences.

City Manager Witzansky stated that staff could assess the potential impacts of the additional six inches on existing structures and report back to the Council at the time of the Ordinance discussion; commented that he doesn't get a sense that 36 to 42 will be a meaningful difference for the City in regard to HVOs from staff's perspective.

Councilmember Obagi asked if staff does think it will make a big difference and lead to a bunch of complaints could the City grandfather in existing structures and hedges at the current height.

Discussion followed.

Councilmember Obagi seconded the motion.

City Manager Witzansky noted that the City Attorney's Office did a lot of work on the prospective definitions of fence or wall, hedge height, vegetation; asked the Council if they had any general sentiment or feedback on those definitions as drafted.

Discussion followed that they need to be able to be consistent and enforceable and guidance would need to be given.

Councilmember Waller offered a friendly amendment to include language about mature hedges or progressive pruning for them so that it is not so aggressive.

Councilmember Behrendt commented that he didn't see an issue with that and preferred not to open up a new category and create a loophole for people to use; suggested that if there are issues with it they can revisit it at a later time.

Councilmember Waller said if the ADR is included it would cover that situation.

Councilmembers Obagi and Behrendt both stated that the ADR is not included in their recommendations but could be revisited later if needed.

Mayor Light confirmed that they had a motion and a second on the floor.

City Manager Witzansky stated that, with the new penalty definitions, the City will have some discretion on how they address compliance; noted their intention is not to force the death of hedges and they would make efforts to work towards compliance and preserve vegetation; stated that he has heard a lot about Code Enforcement issues and response; reported that Code Enforcement has had issues in evaluating whether the complaint is a tree or a hedge but with the new definitions they should be more clear and have the ability to address the issues.

Mayor Light voiced concern about public safety issues not being brought to the attention of the City's Traffic Engineer but realized it was not on the agenda for that evening.

City Manager Witzansky responded that the initial complaint may have been evaluated as a series of trees and not a hedge.

Mayor Light argued it is a sight issue but did not want to belabor the issue.

Councilmember Obagi acknowledged the difficult task that Code Enforcement has and thanked them for what they do.

Motion carried 5-0 by voice vote.

Councilmember Behrendt acknowledged the work Cole Webb put into the Ordinance.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, for an eight-minute break at 8:00 p.m.

Motion carried 4-0-1. Councilmember Castle was absent for the vote.

RECONVENE TO REGULAR MEETING FROM BREAK – 8:08 P.M.

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 Derek Kalish, Assistant City Clerk

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED POLICY GOALS AND OBJECTIVES FOR ADMINISTRATION OF THE CITY'S CROSSING GUARD PROGRAM, INCLUDING IMPLEMENTATION OF AN ANNUAL REVIEW PROCESS

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

City Manager Witzansky introduced the item; thanked Councilmembers Behrendt and Kaluderovic for their work on the Crossing Guard Subcommittee and recognized Traffic Engineer Ryan Liu, Assistant to the City Manager Jane Chung, and Captain Brian Long for their work on the item; commented that the process they laid out will provide a clear objective annual review standard and lead to solid outcomes that will help sustain the improvements made with the recent actions on the program done in May.

Assistant to the City Manager Chung provided an overview of her presentation, noted that she will bring the Council up to speed on what has happened since May 5th, review the subcommittee recommended policy goals and objectives, and then conclude with the committee's recommendations; reported that, on May 5th, the City Council approved modifications to the City's Crossing Guard Program, which effectively reduced the number of locations from 27 to 18, and appropriated, through the RBPD's core budget, ongoing funding for the 18 staffed crossing guard locations; noted that the decision focused on equity, objectivity, and sustainability of the program; provided a slide that showed the 18 crossing guard locations and explained that they tethered 10 locations to schools and eight at-large locations; reported that, on June 18th, the City Council in conjunction with the School District issued a press statement announcing the program modifications and outlined the City's communication efforts; stated that several traffic calming and safety measures, for the crossing guards locations where they were either relocated or removed, would be completed before the start of the school year and any remaining installations would be done at the early part of the school year; stated that the City's website and social media would communicate updates regarding the traffic calming measures; provided the Subcommittee's policy goals and objectives as: serve as a guide for the administration of the program, implement a professional staff driven annual review process, prioritize long term engineering solutions, and provide a consistent criteria for objective and equitable evaluation of the program; reviewed each of the policy goals: noted that the Traffic Engineer and the Public Works Safety and Sustainability Commission (PWSSC) would be involved in the annual review process, that all community feedback would be centralized and routed to the City's Transportation Engineer and the City Manager's Office for consideration, that staff would monitor and evaluate the locations throughout the year in order to identify any needed adjustments, staff would focus on engineering solutions to reduce reliance on short term staffing, the City would collaborate with the School District with a focus on maintaining one crossing guard at each school location, they would continue to evaluate the eight at-large locations to determine if any adjustments are needed, staff would collect multimodal traffic data, prevailing conditions, and safety metrics to include in the annual report that staff presents to the PWSSC; stated that the last policy goal and objective would be to present the recommendations to the PWSSC each year in June or July, if the Commission agrees

with staff recommendations then the changes would be implemented the following school year but, if there is a disagreement or modification by the Commission to staff's recommendations then it would be brough to City Council for final determination; concluded her presentation with the Subcommittee's recommendation that the City Council approve the recommended policy goals and objectives for administration of the City's Crossing Guard Program.

City Manager Witzansky added that the policy goals and objectives are very descriptive in the Administrative Report; stated that the nine principles would be what staff would adhere to going forward; commented that he thinks it is a great program and professionalizes the process and sets the City up for a clear annual cycle of review.

Mayor Light clarified that the Council is not only approving the policy goals and objectives but the process as well.

City Manager Witzansky stated that the process is built into the policy goals and objectives.

Mayor Light recognized all who contributed to the effort; noted that the item had been debated for a long time and at some point seemed more like a political process of promises made during elections; opined that the process they have come up with turns it into a more objective process that has guardrails to make sure decisions are based on sound logic; supported the engagement of the PWSSC and supported the recommendations.

Councilmember Waller said if RBUSD came to them and asked if they could relocate one of the site based crossing guards would they have the flexibility to do that.

City Manager Witzansky responded that they envision that each year there will be consultations with the on-site administration and then District officials, regarding the school based sites, to determine where they would like to see the school site crossing guard placed; said that relocation around the districts is something they would work with but the bigger issue would be if RBUSD suddenly suggested that a school no longer needed a crossing guard; stated that one of the primary principles of the policy is that each of the ten sites has a crossing guard that is responsive to the community; stated that the eight at-large locations is where the City has more discretion and will have more review; said he can't foresee a school requesting not to have a crossing guard but if it happens they could consider it.

Councilmember Kaluderovic reiterated that the program has not be evaluated in its entirety before and that the decisions to put crossing guards at individual locations were made one by one over many decades and never reevaluated since; said that the responsive review program is needed so the City can change with the community as demographics change; spoke about the PWSSC giving an added layer for the community to participate; stated, as they reviewed the intersections, they reviewed the traffic patterns and behavior of those using the intersections and their intent was to make them safe all

the time and not just when kids are crossing through enforcement and changes in infrastructure; felt the process would give them answers for the community when they have requests for crossing guards.

Motion by Councilmember Behrendt, seconded by Councilmember Kaluderovic, to approve the subcommittee's recommended policy goals and objectives for administration of the City's Crossing Guard Program as provided for in item N.2's Administrative Report.

Mayor Light invited public comment.

Braley Klatt stated that it was mentioned that they wanted safety for everybody and felt that traffic and the e-Bike situation was being overlooked; stated that she is almost hit twice a week when she walks her 70 lb. husky; spoke of people not stopping at stop signs and e-Bikes needing license plates so they can be reported; said she is most frustrated about Ford and Aviation and explained that a crossing guard was taken away even with a lot of pushback; voiced concern at Jefferson at Harkness and Morgan and said the Jefferson crossing guard showed up all the time, so it was not a staffing issue; asked for a call-to-action to reassess the Ford and Aviation site and give them Chris back at Morgan and Harkness; reported that the three stop intersection is a safety issue because, due to the mesh lining installed on the fence, one of the stop signs is not visible so the crossing guard has had to get into the street to stop traffic and also reprimand people that don't belong near the kids; reiterated that she would like Ford and Aviation and Harness and Morgan Lane readdressed.

Councilmember Castle noted that the schools were putting up black mesh on school fences; asked Braley Klatt where the black mesh fence was that she was referring to.

Braley Klatt responded that it is at Harkness and Morgan.

City Manager Witzansky reported that it is something staff is addressing with the School District; stated that Traffic Engineer Liu has had conversations with the CEO and they have the same concerns of it causing problems at various intersections.

Assistant City Clerk Kalish reported no one online.

Wayne Craig asked why they are not talking about cost sharing with the School District; spoke of the cost of crossing guards and pointed out that the City has other areas that need funding; stated that the School District has a lot of money and they have money available for crossing guards; stated that the School District and the City are separate entities and the City needs to reexamine that function at some point.

Mayor Light stated that they had conversations with the School District and they did not come to fruition on it; wanted everyone to understand that they did explore that avenue.

Assistant City Clerk Kalish reported no one online and one eComment with no position.
Councilmember Obagi wanted to address the comment about Aviation and Ford; stated

he was a proponent of that intersection because about 20 kids came and spoke at the Council meeting regarding their need for a crossing guard at Aviation and Ford; explained that thousands of cars drive at 35 MPH + on Aviation and there have been repeated accidents at that location so he was a champion for those kids; stated that if there is proof that another intersection is more dangerous he would like to see it; suggested that the City could incorporate data on accidents in future analysis.

Mayor Light commented that the City would now have a process to adjudicate it versus an ad hoc City Council.

City Manager Witzansky agreed with the Mayor; added that the new process will allow staff to collect the appropriate data and they can work in accident history; noted that the process will allow the City to evaluate actions and behaviors of drivers, pedestrians, and bicyclists after the traffic calming measure are implemented; stated that the whole goal is sustainable 24/7 traffic safety at all locations using engineering solutions, and not time resource such as crossing guards; stated that each year they will focus on improvements, evaluate behaviors, and traffic patterns to determine where they should place value on future locations; commented that the more they can depoliticize it the more benefit for everybody.

Councilmember Kaluderovic pointed out that she had heard from Jefferson parents that not all the kids that spoke at the Council meeting were crossing the street but were there in support of their friends; stated that the locations are not stagnant and they would be reviewing them every year.

Mayor Light called the vote.

Motion carried 5-0 by voice vote.

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING BALLOT TEXT AND QUESTION FOR CONSIDERATION BY THE VOTERS FOR THE UPCOMING NOVEMBER 3, 2026 LOS ANGELES COUNTY GENERAL ELECTION PURSUANT TO ARTICLE XXVII OF THE CITY CHARTER FOR PROPOSED MAJOR CHANGES IN ALLOWABLE LAND USE, DETERMINE WHO SUBMITS ARGUMENT FOR, AND BALLOT LETTER DESIGNATIONS, AND ELECTION OR MEASURE RELATED ITEMS

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR
ELEANOR MANZANO, CITY CLERK
JOY A. FORD, CITY ATTORNEY

Community Development Director Wiener provided the schedule for the General Plan update adoption process:

- August 4, 2026 – Staff will bring the Resolution and Ordinances to the City Council for the adoption of the updated Land Use Element (LUE) and the zoning

ordinances to implement those changes.

- August 11, 2026 – Staff will bring back a second reading of the ordinance to adopt it.

- August 18, 2026 – Staff will bring the remaining portions of the General Plan to the City Council, which is outside the scope of Article 27; stated that the goal is to bring those for adoption in September or October.

Community Development Director Wiener noted that one of the items Council received in their packet that evening was the text amendments that would be placed on the ballot; turned the floor over to City Clerk Manzano.

City Clerk Manzano provided a slide with the ballot question; stated what staff need for August 4th would be direction regarding the proposed question and the ballot text; said she needed to make sure the question and text is what the Council wants for the August 4th election.

City Manager Witzansky stated that changes were based on suggestions by Craig Steele, who is the City's outside election expert.

City Clerk Manzano detailed out the changes that were made to the question based on the Blue Folder item; reported that there were 66 words and they could go up to 75 words; stated that she received some suggestions from Councilmember Obagi regarding the ballot letter designation and his first choice was ART; reported calling the County, who said they would consider it, but said a second choice is needed and she was given AR and AAC; stated the City needs to give the County three choices.

Mayor Light asked if the County was going to have a special election as well.

City Clerk Manzano responded no, they are just having the General Municipal Election but the City is asking the County to include the City's measure; asked who would be drafting the arguments in favor and noted that it could not exceed 300 words and would be due on August 14th.

Councilmember Obagi stated that he and Councilmember Behrendt would be drafting the argument for and would eventually solicit signatures.

City Clerk Manzano stated on August 5th, once the Resolutions are adopted on August 4th, staff will provide the argument booklet to the Councilmembers that will be drafting the arguments in favor; noted that the argument booklet would include all the forms from the County that need to be filled out and the City Attorney will be asked to provide the impartial analysis, which is due on August 14th.

Mayor Light said he would go with questions on what was presented and then walk through each of the questions and get answers from the Council; asked if there were any

questions on number 1.

Councilmember Waller asked if the rezoning of portions of Alta Vista and Lincoln Elementary properties needed to be part of the wording on the ballot measure.

Community Development Director said it was a good question, and he made a note to speak to Planning Manager Sean Scully when he was back in the office; stated he wasn't sure if it needed to be included as part of the ballot measure.

Mayor Light asked if they don't approve it now when do they approve it.

City Manager Witzansky said if it was not essential as it relates to the economic development items, they will exclude it.

Discussion followed that it was not subject to Article 27, it was not related to development, so it did not need to be part of the ballot text.

Councilmember Waller said that the rewording was much better, he had also come up with a rewording, but the new wording had everything covered.

Councilmember Behrendt asked for the approved ballot question to be put on the screen; asked everyone to read through it; stated it looked fine to him.

Councilmember Obagi asked if they should mention new floor area ratio, height limit caps; stated it is a salient aspect of what is changing.

Councilmember Waller reported that he also had height limit mentioned in his wording, so he supported adding it.

Discussion followed regarding the wording; word smithed to new floor area ratio caps, height limits, and rooftop dining.

Councilmember Obagi asked about changing schools from P PRO to PSF.

Discussion followed that it is not part of Article 27; Councilmember Behrendt confirmed the ballot question was good.

Councilmember Behrendt asked to go through the ballot measure text.

City Clerk Manzano explained that the ballot text will be the exhibit for the Resolution, it will go on the City's website, the impartial analysis will have comments, and there will be a link for the full ballot measure text.

Mayor Light commented that he didn't think it was ready, but he did not want to wordsmith it that evening.
Councilmember Behrendt scrolled through the pages.

Community Development Director Wiener explained that there were text changes to the code amendments and the General Plan amendment; noted that there was a summary of each of the changes prior to it being displayed; said that some of the amendments were made in November 2024, there were some other amendments within those that did not fall under the Housing Element, and the other set of amendments will come from the adoption on August 4th.

Councilmember Behrendt asked to go to page 44 of 46; asked if they would be taking out school updates based on their discussion that evening.

Staff responded that they believe so.

Councilmember Behrendt asked if it was all accurate and if it is what they approved.

Community Development Director Wiener stated that the first half of it was approved by the City Council in November 2024 and the phase 2 portion will be adopted on August 4th; noted that it is consistent with all the items that staff has presented to the City Council over numerous meetings.

Councilmember Behrendt asked if everything has been reviewed by Director Wiener and his staff and re-reviewed to ensure it captured what the Council approved.

Community Development Director Wiener replied yes.

Councilmember Behrendt asked Director Wiener if everything necessary, required, and compliant was included in order for the ballot exercise to be effective.

Community Development Director Wiener noted that they would be taking out the School District portion as discussed; noted that what they are reviewing is a draft so the Council is not adopting the Resolution that evening, and that staff was sharing it in advance to have the discussion on it; stated that it does include the development standards for the AACAP that are associated with the increase in FAR and that it makes sense to have it as a consolidated item.

City Manager Witzansky said they are erroring on the side of over disclosure that evening, some of the items could be excluded, but they did not want to risk missing anything critical.

Mayor Light stated his understanding was that phase 1 had been done with the Housing Element.

Community Development Director Wiener stated that there were some other amendments that staff made at that time related to housing in case they would be precluded from doing it at a later date, which included changing the mixed-use zone along Artesia to commercial and down zoning some of the residential.

Mayor Light agreed but stated those shouldn't be in the Resolution because it will confuse voters.

Community Development Director Wiener stated that it's been adopted by the Council, but it has not been voted on so it needs to be.

Mayor Light argued that calling it phase 1 and phase 2 would be confusing to the voters.

City Manager Witzansky suggested they just discuss it as actions that took place on November 5th and 12th subject to Article 27.

More discussion followed.

Mayor Light supported describing as a period piece and not phase 1 and phase 2.

City Manager Witzansky stated staff would refresh the titles.

Councilmember Castle noted the length of the document; stated he spoke to one of his district members, and they asked if there was a way to have a Table of Contents so that people could find their neighborhood and what would impact them more quickly.

Community Development Director Wiener stated they could do that.

Mayor Light pointed out that there would be an Article 27 analysis that will go into more detail and that would hopefully contain a Table of Contents; stressed that the important thing is that people know what they are voting on and not focus on the dates.

City Manager Witzansky commented that typically the action taken in the ballot is supposed to reflect the administrative action of the City Council; noted that they are embedding resolutions and that tends to provide a description of events so staff needs to work on phrasing that doesn't elicit the wrong meaning but be more self-explanatory.

Mayor Light moved onto number 2, letter designations; stated that the County will consider ART but if a County thing overrides it then they go to AR.

Councilmember Obagi stated he does not have a preference between the second (AR) or third choice (AAC).

The rest of the Council did not have a preference either.

Mayor Light moved onto number 3; stated that Councilmembers Obagi and Behrendt proposed drafting the arguments in favor; said it would be more powerful if the whole Council signs off on it but if needed he could sign off.

Councilmember Kaluderovic reported that she would not be there for the sign off.

Discussion followed regarding the sign off day and if it could be done earlier.

City Clerk Manzano stated she would need the form filled out, with the 300-word statement, at 5:30 on August 14th but she would give the form to Councilmember Obagi on August 5th.

Discussion followed regarding the ability to send a signature via email; Mayor Light noted that he could be the backup.

City Clerk Manzano said she would check with the County to confirm.

City Manager Witzansky said all they needed at that point was staff direction from the Council; stated that they heard the input that evening and they will accommodate; announced that their action items would be on the 4th and that evening was a conversation.

Community Development Director Wiener confirmed that he understood the input.

Mayor Light invited public comment.

Wayne Craig, District 1, suggested that they use GP for General Plan or RGP for Redondo General Plan as the letter designations; agreed that the language was confusing before but what they presented that evening was much better; agreed with the Mayor that they need to tell people what they are voting for; implied that the public would not read a 46 page attachment so they need to make it easier for people to find what they are looking for; suggested having something on the City's website with the ability to locate topics of interest; spoke of people asking him what things mean and how to navigate through the 46 page document; stressed that they need to make it easier for people to find things; recommended they call it General Plan or Redondo General Plan.

Assistant City Clerk Kalish reported no one online.

Councilmember Obagi said he is open to GP, but ART has some identification with it in North Redondo; agreed with Mr. Craig's point about the 46-page document; recalled that for Measure FP the City provided a "Frequently Asked Questions" on the City website and asked the City Manager if they could do the same for this situation.

City Manager Witzansky responded that they could as long as it is factual and not purposely persuasive information.

Mayor Light reminded them that each voter will be mailed an Article 27 analysis that complies with Article 27.

City Clerk Manzano reported that the City does not have to mail the texts to the voters; noted that that changed from the charter amendment but that the City Clerk's Office could provide them access to get it or if they call the City Clerk's Office to get a hard copy.

Councilmember Obagi suggested putting a QR code on the information so they could see the whole thing.

City Clerk Manzano said it could be done but she would need to get a cost for a postcard.

Mayor Light questioned the interpretation of the recent charter change and said he will take a look at it; stated that they were pretty specific in Article 27 about mailing it to every voter; asked the City Manager if they had enough to move forward.

City Manager Witzansky replied that they did and they will endeavor to make it as clear as possible and work to provide additional factual informational items after the resolution is hopefully passed and adopted on the 4th.

O. CITY MANAGER ITEMS

City Manager Witzansky mentioned the ribbon cutting at 3:00 p.m. next week and that there would be no Council meeting the following Tuesday; reported that the next Council meeting would be on the 4th and said they can safely adjourn to a 4:30 p.m. Closed Session rather than 4:00 p.m.; noted that they would have four discussion items on the 4th.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Kaluderovic reported that she would be absent for the first two meetings in August.

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: Cornelia Blakely v. City of Redondo Beach, and Does 1 through 25, inclusive
Case Number: 24TRCV02937

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:
Claudia Siracusa v. City of Redondo Beach, a public entity, et al.
Case Number: 26TRCV00905

R.3. 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, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager
Jon Goetz, Redwood Public Law

PROPERTY:
100 International Boardwalk, Redondo Beach, CA 90277
130 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Jeff Jones, Quality Seafood, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

R.4. 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, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:
Basin 3 Slips, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Various Tenants

UNDER NEGOTIATION:
Price

S. RECONVENE TO OPEN SESSION – None

T. ADJOURNMENT – 9:09 P.M.

Motion by Councilmember Waller, seconded by Councilmember Castle, to adjourn the meeting to 4:30 Closed Session on August 4, 2026.

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, August 4, 2026, in the Redondo Beach City Hall Council Chamber, 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:

Eleanor Manzano, CMC
City Clerk

Administrative Report

H.4., **File #** 26-0881 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
CHECKS 30717-30729 IN THE AMOUNT OF $16,547.72, PD. 7/31/26
DIRECT DEPOSIT 315121-315769 IN THE AMOUNT OF $2,502,809.14, PD. 7/31/26
CHECKS 30730-30743 IN THE AMOUNT OF $15,858.74, PD. 8/14/26
DIRECT DEPOSIT 315770-316421 IN THE AMOUNT OF $2,513,822.56, PD. 8/14/26
EFT/ACH $487,783.79, PD. 8/10/26 (PP2615)

ACCOUNTS PAYABLE DEMANDS
CHECKS 125856-126141 IN THE AMOUNT OF $3,449,417.55
REPLACEMENT DEMAND 125855

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 08182026_RECOMMENDATION_TO_APPROVE
- 08182026_VENDOR_INVOICE_LIST

RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING AUGUST 18, 2026

a. Payroll Demands

- **Checks 30717-30729, $16,547.72, Pd.7/31/26**
- **Direct Deposit 315121-315769, $2,502,809.14, Pd.7/31/26**
- **Checks 30730-30743, $15,858.74, Pd.8/14/26**
- **Direct Deposit 315770-316421, $2,513,822.56, Pd.8/14/26**
- **EFT/ACH $487,783.79, Pd. 8/10/26 (PP2615)**

b. Accounts Payable Demands

- **Checks 125856-126141, $3,449,417.55**

Replacement Demands

125855	**Cheryl Park**	**$3,828.96**
	(Replaced cks #78500, 83096, 88730 & 93996-Stale)	

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
12675 #1 ALL SAFE & SECURE										
7-26-CRB		07/31/2026	10341256	08182026	125856	60.00	08/10/2026	INV	PD	FINGERPRINTS JULY 2026
8892 3V SIGNS & GRAPHICS, LLC.										
16562		08/03/2026	10341532	08182026	125857	264.40	08/06/2026	INV	PD	CONSTRUCTION SIGNS FOR JU
33 AAA FLAG & BANNER MFG. CO., INC.										
INV307705		08/08/2026	10341660	08182026	125858	1,349.76	08/08/2026	INV	PD	RBPAC LOBBY LOGO BANNER R
INV307732		08/08/2026	10341661	08182026	125858	561.76	08/08/2026	INV	PD	RBPAC LOBBY BANNER REPLAC
						1,911.52				
15117 ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS LLC										
41466	6963	06/30/2026	10340971	08182026	125859	1,564.00	07/27/2026	INV	PD	PORTOFINO/YACHT CLUB WAY
13142 ADVANCED PROBLEM SOLVING LLC										
RBFD005	7487	06/29/2026	10341084	08182026	125860	5,167.05	07/29/2026	INV	PD	APS FIRE TRAINING & CREDE
15428 ADVISORS REAL ESTATE ASSET SERVICES CA, INC.										
10072026	7301	06/30/2026	10340976	08182026	125861	14,058.03	08/10/2026	INV	PD	REAL ESTATE ADVISORY SERV
15298 AFFORDABLE PORTABLES LLC										
I10069		07/02/2026	10341055	08182026	125862	260.00	08/02/2026	INV	PD	RESTROOM RENTAL - SEASIDE
I10070		07/10/2026	10341056	08182026	125862	1,020.00	08/10/2026	INV	PD	RESTROOM RENTAL RB PIER 7
I9872		07/02/2026	10341174	08182026	125862	740.00	08/02/2026	INV	PD	BASIC RESTROOM - VETERANS
I10068		07/10/2026	10341176	08182026	125862	1,750.00	07/10/2026	INV	PD	PORTABLE RESTROOM - ALTA
						3,770.00				
11706 AJ CONSTRUCTION SPECIALTIES, INC.										
25518	7409	07/20/2026	10340810	08182026	125863	7,193.00	08/20/2026	INV	PD	RESTROOM PARTITIONS FOR P
25558	7407	08/06/2026	10341590	08182026	125863	7,993.00	09/07/2026	INV	PD	RESTROOM PARTITIONS - PW
						15,186.00				
12753 ALESHIRE & WYNDER LLP										
107675		07/21/2026	10341117	08182026	125864	403.94	08/10/2026	INV	PD	4/26 - 6/26 SB-9 Legal Fe
12747 ALL CITY MANAGEMENT SERVICES INC										
PS-INV107084		06/29/2026	10341498	08182026	125865	3,053.16	08/18/2026	INV	PD	CROSSING GUARD SERVICES 6
11750 ALLIED UNIVERSAL SECURITY SERVICES										
214883		08/08/2026	10341642	08182026	125866	2,108.85	08/08/2026	INV	PD	USHER SERVICES FOR ANGEL
221910		08/08/2026	10341656	08182026	125866	1,164.96	08/08/2026	INV	PD	USHER SERVICES - ENCORE -
221911		08/08/2026	10341657	08182026	125866	1,328.33	08/08/2026	INV	PD	USHER SERVICES - ENCORE M
221913		08/08/2026	10341658	08182026	125866	1,649.69	08/08/2026	INV	PD	USHER SERVICES - ELVIS SO

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
223871		08/08/2026	10341659	08182026	125866	2,815.13	08/08/2026	INV	PD	USHER SERVICES - MINISTER
						9,066.96				
15405 AMAZON CAPITAL SERVICES										
1WKD-3GPD-QXPX		07/27/2026	10341037	08182026	125867	144.02	08/10/2026	INV	PD	Office Supplies
15568 AMERICAN 3B SCIENTIFIC, LP										
SI26246253	7371	05/22/2026	10341684	08182026	125868	10,925.72	06/21/2026	INV	PD	REALITi PLUS & ATLAS MANN
SI26246393	7371	05/26/2026	10341685	08182026	125868	10,715.77	06/25/2026	INV	PD	REALITi PLUS & ATLAS MANN
						21,641.49				
144 AMERICAN CITY PEST CONTROL INC.										
PESTFAC-0726		07/31/2026	10341682	08182026	125869	877.00	08/31/2026	INV	PD	JULY 2026 PEST CONTROL-FA
PESTHARBOR-0726		07/31/2026	10341635	08182026	125869	601.00	08/14/2026	INV	PD	PEST HARBOR - 0726
919343		08/06/2026	10341552	08182026	125869	112.50	08/06/2026	INV	PD	American City Pest July 2
						1,590.50				
12924 AMERICAN GUARD SERVICES INC										
INV203859	7060	06/30/2026	10341625	08182026	125870	17,160.60	06/30/2026	INV	PD	American Guard Services J
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21477457	7485	07/17/2026	10341395	08182026	125871	282.91	08/05/2026	INV	PD	JAIL FACILITY LINEN SERVI
21479310	7485	07/21/2026	10341397	08182026	125871	291.71	08/05/2026	INV	PD	JAIL FACILITY LINEN SERVI
21481350	7485	07/24/2026	10341398	08182026	125871	309.72	08/05/2026	INV	PD	JAIL FACILITY LINEN SERVI
21483334	7485	07/28/2026	10341399	08182026	125871	291.71	08/05/2026	INV	PD	JAIL FACILITY LINEN SERVI
21487433	7485	08/04/2026	10341400	08182026	125871	313.08	08/05/2026	INV	PD	JAIL FACILITY LINEN SERVI
21485513	7485	07/31/2026	10341401	08182026	125871	282.91	08/05/2026	INV	PD	JAIL FACILITY LINEN SERVI
						1,772.04				
213 AQUA-FLO										
SI2788805		07/09/2026	10341363	08182026	125872	404.11	08/09/2026	INV	PD	IRRIGATION SUPPLIES
SI2788806		07/09/2026	10341367	08182026	125872	87.47	08/09/2026	INV	PD	IRRIGATION SUPPLIES
SI2794194		07/21/2026	10341025	08182026	125872	37.49	08/21/2026	INV	PD	IRRIGATION SUPPLIES
SI2792312		07/16/2026	10341186	08182026	125872	17.20	08/16/2026	INV	PD	IRRIGATION SUPPLIES
SI2796577		07/24/2026	10341191	08182026	125872	44.00	08/24/2026	INV	PD	IRRIGATION SUPPLIES
						590.27				
12137 AT&T										
630581		06/22/2026	10341499	08182026	125873	70.00	08/18/2026	INV	PD	TOWER SEARCH REQUESTED BY
14732 AT&T										
000025544754		07/21/2026	10340825	08182026	125874	194.33	07/21/2026	INV	PD	9391083958
15139 AT&T MOBILITY										
X08042026		07/26/2026	10341605	08182026	125875	122.22	08/21/2026	INV	PD	FIRSTNET MOBILE HOTSPOT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8029 ATHENS SERVICES										
22053466	7498	07/01/2026	10341357	08182026	125876	484,030.60	08/17/2026	INV	PD	TRASH SERVICE - RESIDENTI
22275436	7497	08/01/2026	10341382	08182026	125877	13,942.16	08/17/2026	INV	PD	PIER COMPACTOR ROLL-OFF S
22275466	7497	08/01/2026	10341383	08182026	125877	466.56	08/17/2026	INV	PD	PIER COMPACTOR ROLL-OFF S
						498,439.32				
9148 AUTOLIFT										
28819		08/01/2026	10341390	08182026	125878	1,947.50	09/01/2026	INV	PD	ANNUAL LIFT TEST
5439 BEAR CONTRACTORS INC.										
78254		07/01/2026	10341057	08182026	125879	195.00	08/01/2026	INV	PD	ALARM MONITORING - NBLIBR
78002		07/01/2026	10341058	08182026	125879	150.00	08/01/2026	INV	PD	ALARM MONITORING 415 DIAM
78006		07/01/2026	10341059	08182026	125879	150.00	08/01/2026	INV	PD	ALARM MONITORING - HISTOR
77993		07/01/2026	10341060	08182026	125879	150.00	08/01/2026	INV	PD	ALARM MONITORING MAIN LIB
78484		07/01/2026	10341061	08182026	125879	255.00	08/01/2026	INV	PD	ALARM MONITORING - PIER 7
78003		07/01/2026	10341062	08182026	125879	150.00	08/01/2026	INV	PD	ALARM MONITORING - 280 MA
78623		07/01/2026	10341063	08182026	125879	1,535.00	08/01/2026	INV	PD	FIRE ALARM PANEL REPAIR -
77999		07/01/2026	10341172	08182026	125879	150.00	08/01/2026	INV	PD	QUARTERLY ALARM MONITORIN
						2,735.00				
15105 BECKER, KRISTY										
243387		07/21/2026	10341156	08182026	125880	200.00	07/27/2026	INV	PD	REFUND_243387_WP DP_7429
12925 BKF ENGINEERS										
26070808	6945	06/30/2026	10341715	08182026	125881	134,651.75	08/11/2026	INV	PD	TS COMMUN. NETWORK SYSTEM
15673 BLOAM, SHARI										
243373		07/21/2026	10341162	08182026	125882	400.00	07/27/2026	INV	PD	REFUND_243373_ASC DP_7422
3121 BLUE DIAMOND										
4680466		07/25/2026	10341169	08182026	125883	2,951.26	08/25/2026	INV	PD	3/8 FINE ASPHALT; SHEET A
4656881		07/15/2026	10341069	08182026	125883	386.13	08/15/2026	INV	PD	SHEET ASPHALT PG64-10
4640102		07/06/2026	10341070	08182026	125883	313.55	08/06/2026	INV	PD	SHEET ASPHALT 64-10
4668552		07/21/2026	10341071	08182026	125883	1,392.52	08/21/2026	INV	PD	SHEET ASPHALT PG64-10, AC
						5,043.46				
416 BOUND TREE MEDICAL, LLC										
86297095		07/29/2026	10341624	08182026	125884	562.93	08/28/2026	INV	PD	PARAMEDIC SUPPLIES
12131 BPS TACTICAL										
26031433		07/23/2026	10341416	08182026	125885	2,509.94	08/05/2026	INV	PD	OUTER VESTS OTT, BODENHAM
15559 BRENNTAG PACIFIC LLC										
BPI618437	7368	07/20/2026	10341065	08182026	125886	3,411.70	08/20/2026	INV	PD	SEASIDE LAGOON CHEMICALS
BPI618773	7368	07/22/2026	10341067	08182026	125886	3,839.44	08/22/2026	INV	PD	SEASIDE LAGOON CHEMICALS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						7,251.14				
6387 BRIT WEST SOCCER										
BRIT WEST SOCCER		08/04/2026	10341330	08182026	125887	10,752.00	08/04/2026	INV	PD	BWS - SMR CAMP 2026 - INV
15014 BURRO CANYON										
3881		07/22/2026	10341491	08182026	125888	100.00	08/18/2026	INV	PD	RANGE FEES 07/21/2026
531 CALIFORNIA DEPARTMENT OF FOOD & AGRICULT										
CMF27-19-0444		08/04/2026	10341364	08182026	125889	1,332.00	08/18/2026	INV	PD	FARMERS MARKET_CFM-27-19-
15384 CALIFORNIA MUNICIPAL STATISTICS INC										
26080504		08/10/2026	10341841	08182026	125890	600.00	08/12/2026	INV	PD	DIRECT AND OVERLAPPING DE
577 CALIFORNIA WATER SERVICE										
6679269167-071626		07/16/2026	10341118	08182026	125891	2,768.92	08/04/2026	INV	PD	116 YACHT CLUB WAY, 137 I
6679269167-071626B		07/16/2026	10341119	08182026	125891	2,768.92	08/04/2026	INV	PD	116 YACHT CLUB WAY, 137 I
6682231418-072726A		07/27/2026	10341280	08182026	125891	109.31	08/17/2026	INV	PD	FLAGLER LN, NELSON AVE,RI
6682231418-072726B		07/27/2026	10341281	08182026	125891	109.31	08/17/2026	INV	PD	FLAGLER LN, NELSON AVE,RI
						5,756.46				
12923 CAM PROPERTY SERVICES										
133867	7101	06/30/2026	10341540	08182026	125892	3,130.00	06/30/2026	INV	PD	CAM Property Services Jun
133887	7101	06/30/2026	10341541	08182026	125892	22,469.00	06/30/2026	INV	PD	CAM Property Services Jun
						25,599.00				
15682 CARTER, RACHEL										
241626		07/21/2026	10341110	08182026	125893	264.00	07/27/2026	INV	PD	REFUND_241626_1SUM0307-02
10728 CASIMIRO, FERNANDO										
FERNANDOC.BOOTS26-27		07/09/2026	10341081	08182026	125894	350.00	08/09/2026	INV	PD	FERNANDO CASIMIRO SAFETY
CASIMIRO-TOOLS27		08/06/2026	10341568	08182026	125894	1,000.00	09/07/2026	INV	PD	FERNANDO'S TOOL REIMBURSE
						1,350.00				
14948 CASTLE, CHADWICK										
ICA SUMM SEM TRVL3		07/31/2026	10341237	08182026	125895	86.00	07/31/2026	INV	PD	CCASTLE ICA SUMM SEM TRVL
15020 CENGAGE LEARNING INC										
999102677679		05/07/2026	10341282	08182026	125896	351.47	08/10/2026	INV	PD	BOOKS
999102968503		07/28/2026	10341269	08182026	125896	87.25	08/10/2026	INV	PD	BOOKS
						438.72				
15625 CHAMP CAMP LLC										
CCSUMMER2026INVOICE1		08/04/2026	10341300	08182026	125897	5,806.50	08/04/2026	INV	PD	CHAMPCAMP - SMR CMP - INV

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
15689 CHAN, ANTHONY										
242448		07/30/2026	10341180	08182026	125898	220.00	08/10/2026	INV	PD	REFUND_242448_1TEN1101-05
660 CHARLES ABBOTT ASSOCIATES INC										
70552	7108	06/30/2026	10340968	08182026	125899	5,510.00	07/27/2026	INV	PD	NPDES PROFESSIONAL SERVIC
13000 CHARTER COMMUNICATIONS										
188420501072126		07/21/2026	10341481	08182026	125900	283.09	08/10/2026	INV	PD	MONTHLY FEES ACCOUNT #188
15414 CHILDREN'S PLUS INC										
286468		07/09/2026	10341265	08182026	125901	30.49	08/10/2026	INV	PD	BOOKS
287394		07/20/2026	10341267	08182026	125901	21.49	08/10/2026	INV	PD	BOOKS
287504		07/21/2026	10341268	08182026	125901	55.77	08/10/2026	INV	PD	BOOKS
						107.75				
13251 CHOICE MEDIATION										
73126		08/06/2026	10341580	08182026	125902	577.50	08/10/2026	INV	PD	7/26 Mediation Services
15678 CHU, KANG										
241635		07/21/2026	10341152	08182026	125903	138.75	07/27/2026	INV	PD	REFUND_241635_1SUM0323-03
705 CITY OF REDONDO BEACH										
07/20/2026		06/30/2026	10341029	08182026	125904	296,488.77	08/10/2026	INV	PD	WC 126259 - 126555 06/01/
072226		07/16/2026	10340933	08182026	125905	330.00	08/10/2026	INV	PD	Petty Cash - Motel Stay 0
						296,818.77				
709 CITY OF TORRANCE										
00020000009601-0726A		07/13/2026	10340983	08182026	125906	53.12	08/13/2026	INV	PD	17300 HAWTHORNE BLVD 05/0
00020000009601-71326B		07/13/2026	10340923	08182026	125907	5.58	08/13/2026	INV	PD	17300 HAWTHORNE BLVD 07/0
00020000015794-72726		07/27/2026	10341276	08182026	125907	629.64	08/27/2026	INV	PD	17560 HAWTHORNE BLVD 5/18
00020000015794-727B		07/27/2026	10341278	08182026	125907	314.82	08/27/2026	INV	PD	17560 HAWTHORNE BLVD 5/18
00020000015775-727B		07/27/2026	10341279	08182026	125907	19.57	08/27/2026	INV	PD	18140 HAWTHORNE BLVD 5/18
0020000015775A		07/27/2026	10341291	08182026	125907	39.13	08/27/2026	INV	PD	18140 HAWTHORNE BL 5/18-6
TorrFPS4.20-6.22.26		06/30/2026	10341543	08182026	125907	467.69	06/30/2026	INV	PD	Torr FPS 4.20-6.22.26
TorrIRR5.18-7.20.26		06/30/2026	10341544	08182026	125907	1,234.75	06/30/2026	INV	PD	Torr IRR 5.18-7.20.26
TorrYard5.18-7.20.26		06/30/2026	10341546	08182026	125907	174.96	06/30/2026	INV	PD	Torr Yard 5.18-7.20.26
						2,939.26				
12873 CJ CONCRETE CONSTRUCTION INC										
7292	7442	06/30/2026	10341442	08182026	125908	18,411.00	08/10/2026	INV	PD	CITYWIDE CURB RAMP IMPROV
7293	7442	06/30/2026	10341443	08182026	125908	6,840.00	08/10/2026	INV	PD	CITYWIDE CURB RAMP IMPROV
7294	7442	06/30/2026	10341448	08182026	125908	8,075.00	08/10/2026	INV	PD	CITYWIDE CURB RAMP IMPROV
7295	7442	06/30/2026	10341450	08182026	125908	8,075.00	08/10/2026	INV	PD	CITYWIDE CURB RAMP IMPROV
7296	7442	06/30/2026	10341451	08182026	125908	5,078.70	08/10/2026	INV	PD	CITYWIDE CURB RAMP IMPROV
7303	7442	08/05/2026	10341452	08182026	125908	199,183.17	09/05/2026	INV	PD	CITYWIDE CURB RAMP IMPROV

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
7304	7442	08/05/2026	10341453	08182026	125908	29,507.00	09/05/2026	INV	PD	CITYWIDE CURB RAMP IMPROV
7291	7442	06/30/2026	10341431	08182026	125908	24,415.00	08/10/2026	INV	PD	CITYWIDE CURB RAMP IMPROV
7288	7444	06/30/2026	10341783	08182026	125908	12,600.00	08/18/2026	INV	PD	EMERGENCY REPAIR RETAININ
7290	7442	06/30/2026	10341135	08182026	125908	217,828.35	06/30/2026	INV	PD	CITY WIDE SIDEWALK IMPROV
						530,013.22				
12849 CLEAR INC										
INV.072026		08/01/2026	10341528	08182026	125909	29,625.28	08/10/2026	INV	PD	7/26 ACR Services
15637 CLEAR SIGN & DESIGN, INC.										
26278-462F		07/17/2026	10341251	08182026	125910	1,745.76	08/10/2026	INV	PD	SIGN INSTALLATION
14427 CLIFTONLARSONALLEN LLP										
L261358797		06/10/2026	10341476	08182026	125911	3,885.00	08/05/2026	INV	PD	INTERIM BILLING FY25 AUDI
4810 COHEN, TODD										
TC2026SUMMER		07/30/2026	10341134	08182026	125912	3,587.50	07/30/2026	INV	PD	TODD COHEN - SUMMER 2026
8889 COMMLINE, INC.										
0546979-IN		07/20/2026	10341496	08182026	125913	874.00	08/10/2026	INV	PD	RADIO REPAIR SERVICE TICK
11863 COMMUNICATION STRATEGIES										
4275	7052	08/04/2026	10341286	08182026	125914	1,137.50	08/04/2026	INV	PD	PROVIDE TECH CONSULT SERV
10780 COMPANY NURSE, LLC										
44053		07/31/2026	10341271	08182026	125915	688.00	08/10/2026	INV	PD	COMPANY NURSE TRIAGE SERV
12980 CORRAO, JOSHUA										
FIRE 10/31/2026		07/21/2026	10340926	08182026	125916	2,500.00	08/10/2026	INV	PD	FIRE MASTER OF SCIENCE IN
8372 CULLIGAN OF SANTA ANA										
2066404		07/31/2026	10341484	08182026	125917	95.55	08/20/2026	INV	PD	08/2026 WATER SERVICE INV
2066224		07/31/2026	10341485	08182026	125917	314.65	08/20/2026	INV	PD	08/2026 WATER SERVICE PD
2066208		07/31/2026	10341334	08182026	125917	46.41	08/31/2026	INV	PD	CH DRINKING WATER 8/26
2066173		07/31/2026	10341578	08182026	125917	35.56	08/20/2026	INV	PD	EQUIPMENT - REVERSE OSMOS
						492.17				
893 CUMMINS CAL PACIFIC, INC.										
X4-260798513		07/16/2026	10341387	08182026	125918	875.38	08/16/2026	INV	PD	UNIT 121-17 TENSION BELTS
919 DANIELS TIRE SERVICE										
200577677		07/28/2026	10341392	08182026	125919	1,095.96	08/28/2026	INV	PD	STOCK PD TIRES
200577922		07/30/2026	10341393	08182026	125919	158.54	08/30/2026	INV	PD	STOCK TIRE
200575743		07/10/2026	10341016	08182026	125919	218.87	08/10/2026	INV	PD	STOCK TRAILER TIRES

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
200576117		07/10/2026	10341017	08182026	125919	1,441.92	08/10/2026	INV	PD	TRUCK & PD VEHICLE TIRES
						2,915.29				
15724 DAVID, ALEXANDRA										
254048		07/30/2026	10341182	08182026	125920	400.00	08/10/2026	INV	PD	REFUND_254048_AV DP_8003
956 DELTA DENTAL										
BE007140092		08/01/2026	10341668	08182026	125921	32,081.93	08/10/2026	INV	PD	DELTA PPO ACTIVE, RETIREE
9132 DELTA DENTAL INSURANCE COMPANY										
BE007139516		08/01/2026	10341669	08182026	125922	47.52	08/10/2026	INV	PD	DELTA HMO RETIREE AUG 202
BE007139499		08/01/2026	10341670	08182026	125923	1,656.74	08/10/2026	INV	PD	DELTA HMO ACTIVE AUG 2026
						1,704.26				
961 DENN ENGINEERS										
23249	6594	06/30/2026	10340963	08182026	125924	6,000.00	07/27/2026	INV	PD	LAND SURVEYING SERVICES
23112	6594	05/13/2026	10340964	08182026	125924	10,000.00	07/27/2026	INV	PD	LAND SURVEYING SERVICES
23114	6594	05/13/2026	10340965	08182026	125924	10,000.00	07/27/2026	INV	PD	LAND SURVEYING SERVICES
23113	6594	05/13/2026	10340966	08182026	125924	5,200.00	07/27/2026	INV	PD	LAND SURVEYING SERVICES
						31,200.00				
964 DEPARTMENT OF BEACHES & HARBORS										
26BH-025		07/15/2026	10341457	08182026	125925	766.88	08/14/2026	INV	PD	CHART HOUSE BEACH GROOM C
971 DEPARTMENT OF JUSTICE										
056008		06/30/2026	10341511	08182026	125926	192.00	08/05/2026	INV	PD	06/2026 FINGERPRINT APPS
12283 DEVIL MOUNTAIN WHOLESALE NURSERY										
INV761515		08/03/2026	10341338	08182026	125927	1,121.49	08/31/2026	INV	PD	PLANT MATERIAL
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0007101563		07/27/2026	10341618	08182026	125928	715.10	08/10/2026	INV	PD	Pallet Shelter Power Pole
0007090285		07/20/2026	10340811	08182026	125928	336.17	08/20/2026	INV	PD	SANI UNI PORTOFINO WAY 7/
						1,051.27				
13046 DIAMOND, RHONDA										
RD1SUMMER2026		08/04/2026	10341302	08182026	125929	4,095.00	08/04/2026	INV	PD	RD LINE DANCE - SMR 2026
14035 DIAZ, LAURA FLORES										
06302026		06/30/2026	10341290	08182026	125930	209.98	08/03/2026	INV	PD	DIAZ - TRAVEL EXPENSE REP
15680 DODSON, CLAIRE										
242669		07/21/2026	10341109	08182026	125931	221.25	07/27/2026	INV	PD	REFUND_242669_1SUM0328-07

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
14885 DOSSETT, KIRSTEN										
718547		07/27/2026	10341493	08182026	125932	67.00	08/18/2026	INV	PD	COFFEE TRAVELER REIMBURSE
10748 DOUG & SONS PEST CONTROL										
56857		06/03/2026	10341227	08182026	125933	82.00	08/10/2026	INV	PD	POLICE DEPARTMENT MONTHLY
56533		06/03/2026	10341229	08182026	125933	200.00	08/10/2026	INV	PD	MAIN LIBRARY MONTHLY PEST
56710		06/10/2026	10341044	08182026	125933	75.00	08/10/2026	INV	PD	FS1 MONTHLY BAIT STATIONS
56571		06/10/2026	10341045	08182026	125933	75.00	08/10/2026	INV	PD	FS2 MONTHLY BAIT STATIONS
56937		06/15/2026	10341046	08182026	125933	105.00	08/10/2026	INV	PD	VETS PARK COM CTR - LIBRA
56711		06/10/2026	10341047	08182026	125933	55.00	08/10/2026	INV	PD	N. BRANCH LIBRARY MONTLY
56800		06/15/2026	10341052	08182026	125933	82.00	08/18/2026	INV	PD	ALTA VISTA CM CTR MONTHLY
						674.00				
7778 DUDEK										
202606620		06/30/2026	10340972	08182026	125934	4,383.75	07/27/2026	INV	PD	SEWER SYSTEM MANAGEMENT P
14764 DUNBAR ARCHITECTURE										
0731R1	6703	06/30/2026	10340977	08182026	125935	10,912.30	07/27/2026	INV	PD	DESIGN SERVICES FOR RB HI
1055 EASY READER										
RD26-043	7473	07/05/2026	10341032	08182026	125936	140.25	08/10/2026	INV	PD	LEGAL ADS PUBLISHING
RD26-044	7473	07/05/2026	10341035	08182026	125936	297.00	08/10/2026	INV	PD	LEGAL ADS PUBLISHING
						437.25				
13793 ED'S FENCING INC.										
5559		07/09/2026	10341068	08182026	125937	1,450.00	08/09/2026	INV	PD	DLE PGE -INSTALL & HAUL A
15688 EDSEN, LIZ										
241631		07/30/2026	10341178	08182026	125938	85.00	08/10/2026	INV	PD	REFUND_241631_1TEN1114-05
7959 EJ WARD, INC										
EJ-INV-4572		05/12/2026	10341243	08182026	125939	4,391.45	06/12/2026	INV	PD	CANCEIVERS FOR NEW VEHICL
6050 EL CAMINO COMMUNITY COLLEGE DISTRICT										
1A-0726-200		07/13/2026	10341099	08182026	125940	450.00	08/12/2026	INV	PD	FIRE APPARATUS OPERATOR 1
1085 ELLIS ENVIRONMENTAL MANAGEMENT, INC.										
26-272		06/19/2026	10341043	08182026	125941	1,337.75	08/10/2026	INV	PD	ASBESTOS & LEAD SAMPLING
26-273		06/19/2026	10341048	08182026	125941	1,601.00	08/10/2026	INV	PD	MOLD & MOISTURE SAMPLING
						2,938.75				
15463 EMTAC CONSULTNG LLC										
2632		07/27/2026	10341490	08182026	125942	1,600.00	08/05/2026	INV	PD	K9 GROUP TRAINING 07/22/2

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1110 ENTENMANN-ROVIN COMPANY										
0196204-IN		07/10/2026	10341308	08182026	125943	66.94	08/10/2026	INV	PD	FLAT BADGE REPAIR
0196200-IN		07/10/2026	10341309	08182026	125943	163.17	08/10/2026	INV	PD	DETECTIVE SERGEANT BADGE
						230.11				
14994 EQUIFAX WORKFORCE SOLUTIONS										
2074301512		06/30/2026	10341201	08182026	125944	875.00	08/10/2026	INV	PD	UNEMPLOYMENT CASE MANAGEM
11556 FAILSAFE TESTING LLC										
15072		07/20/2026	10341098	08182026	125945	2,725.00	08/19/2026	INV	PD	ANNUAL PUMP TESTING
1176 FEDERAL EXPRESS CORPORATION										
9-384-01689		07/23/2026	10340952	08182026	125946	11.25	07/23/2026	INV	PD	LAPTOP PICKUP
9-327-91196		07/21/2026	10340822	08182026	125946	18.70	07/21/2026	INV	PD	LAPTOP PICK UP
9-384-66045		07/17/2026	10341671	08182026	125947	9.66	08/10/2026	INV	PD	7/26 Shipping
9-403-02203		07/31/2026	10341200	08182026	125948	12.37	08/10/2026	INV	PD	SHIPPING CHARGE OVERNIGHT
						51.98				
5752 FEHR AND PEERS										
197715	7429	06/30/2026	10340980	08182026	125949	5,910.00	08/10/2026	INV	PD	MARINA PARKING REQUIREMEN
15681 FERNANDEZ, ALBA										
242674		07/21/2026	10340828	08182026	125950	165.00	07/27/2026	INV	PD	REFUND_242674_1APG0501-06
10151 FIRST AMERICAN TITLE INSURANCE COMPANY										
1351-1351184532		06/30/2026	10341701	08182026	125951	2,800.00	08/11/2026	INV	PD	PRELIM REPORT
1351-1351184531		06/30/2026	10341702	08182026	125951	2,800.00	08/11/2026	INV	PD	PRELIM REPORT
						5,600.00				
15658 FLEX EQUIPMENT SALES & SERVICE LLC										
135015	7433	07/22/2026	10341216	08182026	125952	16,531.84	08/22/2026	INV	PD	PURCHASE ONE AIR-TOW TRAI
10191 FRONTIER										
1396319-07132026		07/30/2026	10341124	08182026	125953	13,963.19	07/30/2026	INV	PD	2091881537050796
15731 GALASSI, DESIREE										
06222026G		07/17/2026	10341394	08182026	125954	45.43	08/10/2026	INV	PD	Reimbursement for Commiss
12982 GARCIA, GERARDO										
TEAMSTERS 7/30/26		08/04/2026	10341375	08182026	125955	162.00	08/10/2026	INV	PD	TEAMSTERS PHILOSOPHY-105-
G.GARCIA-TOOLS27		08/06/2026	10341569	08182026	125955	1,000.00	09/07/2026	INV	PD	GERARDO GARCIA FY27 TOOLS
						1,162.00				
1300 GAS COMPANY, THE										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
06964443334-08052026		08/05/2026	10341598	08182026	125956	3,935.88	08/25/2026	INV	PD	301 ESPLANADE, 3007 VAIL,
15467 GCP WW HOLDCO										
INV30120002633		07/17/2026	10340808	08182026	125957	278.48	08/17/2026	INV	PD	TOMMY H FY 26/27 BOOT VOU
INV31520003339		07/18/2026	10340809	08182026	125957	71.52	08/18/2026	INV	PD	TOMMY H FY 26/27 BOOT VOU
						350.00				
9598 GENERAL INDUSTRIAL TOOL AND SUPPLY										
3010049		07/14/2026	10341072	08182026	125958	494.19	08/14/2026	INV	PD	TOOLS - SEWERS
3010485		07/28/2026	10341196	08182026	125958	156.56	08/28/2026	INV	PD	SAFETY VESTS PIER
						650.75				
7023 GEOSYNTEC										
IC11898	7271	07/13/2026	10340961	08182026	125959	21,205.00	07/27/2026	INV	PD	FIFTH AMENDMENT GREEN STR
IC11547	5993	06/30/2026	10340969	08182026	125960	2,589.00	07/27/2026	INV	PD	FULTON PLAYFIELD PLANNING
						23,794.00				
15687 GILMORE, MARGARET										
241639		07/21/2026	10341163	08182026	125961	115.00	07/27/2026	INV	PD	REFUND_241639_1APG0605-01
14040 GLOBAFONE, INC.										
202607-64	7488	07/29/2026	10341108	08182026	125962	11,208.00	08/28/2026	INV	PD	FY 26/27 PTT SERVICE FOR
15466 GOLD COAST FENCE INC.										
260446		07/09/2026	10341177	08182026	125963	4,155.00	08/09/2026	INV	PD	HERONDO PARK - INSTALL BO
3706 GOLDEN STATE WATER										
77298524149-0726A		07/13/2026	10340982	08182026	125964	525.55	08/13/2026	INV	PD	16214 INGLEWOOD AVE IRR 6
77298542149-71326B		07/13/2026	10340921	08182026	125964	284.68	08/13/2026	INV	PD	16214 INGLEWOOD AVE IRR 7
						810.23				
6424 GRAFFITI CONTROL SYSTEMS										
18015	7486	08/03/2026	10341482	08182026	125965	5,633.50	09/02/2026	INV	PD	07/2026 GRAFFITI REMOVAL
9412 GREENSTREET AUTO SPA										
202607-1		08/01/2026	10341634	08182026	125966	1,141.00	08/15/2026	INV	PD	REDONDO BEACH VEHICLE CAR
10677 GRIFFIN STRUCTURES, INC.										
GSI-RBPSP-06	7130	07/14/2026	10340362	08182026	125967	12,781.55	07/14/2026	INV	PD	CONSULTANT SVCS FOR MEASU
15412 GROH, MARK										
RB-02	7240	07/06/2026	10341454	08182026	125968	588.00	08/18/2026	INV	PD	07/2026 PARKING CITATION

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
15704 GSCA VENTURES LLC										
000532		08/04/2026	10341325	08182026	125969	5,369.00	08/04/2026	INV	PD	B4K - SMR CAMP INV 2 - JU
1416 HAAKER EQUIPMENT COMPANY										
INV41657	7443	07/07/2026	10341233	08182026	125970	5,406.43	08/10/2026	INV	PD	SWEEPER UNIT 806 REPAIRS
INV41655		07/07/2026	10341170	08182026	125970	745.70	08/07/2026	INV	PD	SCRUBBER RENTAL
						6,152.13				
1428 HARBOR & PIER ASSN										
3821		07/01/2025	10341103	08182026	125971	1,780.43	08/10/2026	INV	PD	JULY 2025 DUES
3849		09/01/2025	10341104	08182026	125971	1,780.43	08/10/2026	INV	PD	SEPTEMBER 2025 DUES
3866		10/01/2025	10341105	08182026	125971	1,780.43	08/10/2026	INV	PD	OCTOBER 2025 DUES
3880		11/01/2025	10341106	08182026	125971	1,780.43	08/10/2026	INV	PD	NOVEMBER 2025 DUES
						7,121.72				
13317 HERC RENTALS										
36847806-002		07/28/2026	10341188	08182026	125972	125.52	08/28/2026	INV	PD	EQUIPMENT RENTAL - PARKS
7831 HIRSCH & ASSOCIATES INC										
2607	7294	06/30/2026	10340973	08182026	125973	20,250.00	07/27/2026	INV	PD	DOMINGUEZ PARK SLOPE IMPR
13519 HOLLEY, JARED										
OTSHOLLEY2026		06/30/2026	10341525	08182026	125974	43.00	08/05/2026	INV	PD	OTS CONFERENCE PER DIEM 6
1509 HOM-WONG, DAISY										
DAISYHOM-115539		07/21/2026	10340792	08182026	125975	1,155.39	07/21/2026	INV	PD	DAISY HOM TYLER TECH CONN
12157 ILAND INTERNET SOLUTIONS CORPORATION										
71357394		07/30/2026	10341123	08182026	125976	122.45	07/30/2026	INV	PD	CLOUD BACK UP VEEAM M365
8433 INGRAM LIBRARY SERVICES										
96613196		05/14/2026	10341249	08182026	125977	22.15	08/10/2026	INV	PD	BOOKS
96581773		05/13/2026	10341250	08182026	125977	334.76	08/10/2026	INV	PD	BOOKS
97950480		07/16/2026	10341257	08182026	125977	73.20	08/10/2026	INV	PD	BOOKS
97974654		07/17/2026	10341258	08182026	125977	527.37	08/10/2026	INV	PD	BOOKS
98054608		07/22/2026	10341259	08182026	125977	28.39	08/10/2026	INV	PD	BOOKS
98094306		07/23/2026	10341260	08182026	125977	332.81	08/10/2026	INV	PD	BOOKS
98085265		07/23/2026	10341261	08182026	125977	114.69	08/10/2026	INV	PD	BOOKS
98126226		07/24/2026	10341262	08182026	125977	588.71	08/10/2026	INV	PD	BOOKS
98126227		07/24/2026	10341263	08182026	125977	439.65	08/10/2026	INV	PD	BOOKS
98229869		07/29/2026	10341264	08182026	125977	22.15	08/10/2026	INV	PD	BOOKS
						2,483.88				
11240 INTEROPERABILITY NETWORK OF THE										
2027-00150102	7505	07/16/2026	10341480	08182026	125978	220,210.00	08/16/2026	INV	PD	INSB-JPA FY26-27 ANNUAL A

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130118188		07/21/2026	10341013	08182026	125979	1,825.33	08/21/2026	INV	PD	STOCK BATTERIES
13045 JEHANIAN, ARMENA										
1623		07/30/2026	10341133	08182026	125980	25,088.00	07/30/2026	INV	PD	ARMENA JEHANIAN - SUMMER
11920 JILK HEAVY CONSTRUCTION, INC.										
26A-0401	7304	06/30/2026	10341716	08182026	125981	65,525.30	08/11/2026	INV	PD	PIER REPAIRS PROJECT, JOB
3585 JONES, NANCY										
JULY2026		08/04/2026	10341354	08182026	125982	2,463.00	08/10/2026	INV	PD	FARMERS MARKET_JULY2026
MAY2026		08/04/2026	10341336	08182026	125982	2,136.00	08/18/2026	INV	PD	FARMERS MARKET_MAY2026
JUNE2026		08/04/2026	10341347	08182026	125982	2,136.00	08/18/2026	INV	PD	FARMERS MARKET_JUNE2026
						6,735.00				
15670 KELTZ, MONICA										
248953		07/21/2026	10341158	08182026	125983	400.00	07/27/2026	INV	PD	REFUND_248953_AV DP_7225
1742 KEYSER MARSTON ASSOCIATES INC										
0040894	5219	07/13/2026	10341851	08182026	125984	7,472.50	08/13/2026	INV	PD	AFFORDABLE HOUSING CONSUL
0041030	5219	08/13/2026	10341855	08182026	125984	3,888.75	08/13/2026	INV	PD	AFFORDABLE HOUSING CONSUL
0040987	7416	08/10/2026	10341687	08182026	125984	2,287.50	08/10/2026	INV	PD	Provide Professional Hous
						13,648.75				
1749 KING HARBOR MARINE CENTER										
HP01		07/03/2026	10341386	08182026	125985	3,682.65	08/03/2026	INV	PD	BOAT SEAWAY REPAIR HATCHE
5855 KOSMONT COMPANIES										
2208.12-035	7126	05/31/2026	10340773	08182026	125986	1,523.60	08/10/2026	INV	PD	FY25-26 REAL ESTATE SERVI
8444 KRONOS INCORPORATED										
I10010091180		08/03/2026	10341577	08182026	125987	900.00	09/02/2026	INV	PD	UKG TELESTAFF CLOUD 7/1/2
1807 L.N. CURTIS & SONS, INC.										
INV1091770		07/21/2026	10341603	08182026	125988	1,971.21	08/20/2026	INV	PD	EAGLE AIR COMPRESSOR ANNU
INV1094290		07/28/2026	10341601	08182026	125988	3,450.00	08/27/2026	INV	PD	MSA FLOW TESTING FOR SCBA
						5,421.21				
10899 LA UNIFORMS										
33772		07/10/2026	10341433	08182026	125989	485.98	08/05/2026	INV	PD	UNIFORM E FLORES PIER UNI
33793		07/13/2026	10341434	08182026	125989	910.24	08/05/2026	INV	PD	UNIFORM VILLAPUDUA PATROL
33835		07/15/2026	10341435	08182026	125989	299.29	08/05/2026	INV	PD	UNIFORM DRURY SERGEANT
33849		07/16/2026	10341436	08182026	125989	948.19	08/05/2026	INV	PD	UNIFORM MANTIKAS PATROL

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
33963		07/23/2026	10341437	08182026	125989	8.00	08/05/2026	INV	PD	ALTERATION SPRY SERGEANT
34031		07/30/2026	10341438	08182026	125989	254.04	08/05/2026	INV	PD	UNIFORM ARNOLD SERGEANT
33673		07/02/2026	10341423	08182026	125989	426.31	08/05/2026	INV	PD	UNIFORM RISTA PIER UNIT
33678		07/02/2026	10341424	08182026	125989	231.77	08/05/2026	INV	PD	UNIFORM GOSSLING CROSSING
33692		07/03/2026	10341426	08182026	125989	254.04	08/05/2026	INV	PD	UNIFORM CORONADO RECORDS
33738		07/07/2026	10341427	08182026	125989	254.04	08/05/2026	INV	PD	UNIFORM MORENO RECORDS
33751		07/09/2026	10341429	08182026	125989	755.54	08/05/2026	INV	PD	UNIFORM SALCIDO MSO SUPER
33758		07/09/2026	10341430	08182026	125989	949.86	08/05/2026	INV	PD	UNIFORMS K WEST PATROL
						5,777.30				
3766 LANGUAGE LINE SERVICES INC										
11991643		07/31/2026	10341470	08182026	125990	27.26	08/05/2026	INV	PD	Language services 7-28-26
9936 LARRY WALKER ASSOCIATES										
00531.05-20	6637	07/15/2026	10340960	08182026	125991	3,830.60	07/27/2026	INV	PD	NPDES SERVICES
14934 LAU, MELINDA										
2026-061-PAC		07/26/2026	10341036	08182026	125992	255.00	08/10/2026	INV	PD	MEETING MINUTES FOR PUBLI
2026-063-BF		07/28/2026	10341244	08182026	125992	127.50	08/10/2026	INV	PD	MEETING MINUTES FOR BUDGE
2026-047-HA		06/17/2026	10341245	08182026	125992	85.00	08/03/2026	INV	PD	MEETING MINUTES FOR HOUSI
2026-056-PWSSC		06/30/2026	10341246	08182026	125992	127.50	08/03/2026	INV	PD	MEETING MINUTES FOR PWSSC
2026-043-BF		06/08/2026	10341247	08182026	125992	510.00	08/03/2026	INV	PD	MEETING MINUTES FOR BUDGE
2026-051-BF		06/30/2026	10341248	08182026	125992	382.50	08/03/2026	INV	PD	MEETING MINUTES FOR BUDGE
2026-062-TRANSCRIPT		07/28/2026	10341242	08182026	125992	382.50	08/10/2026	INV	PD	MINUTES TRANSCRIPT REVIEW
2026-058-CC		07/22/2026	10341606	08182026	125992	1,020.00	08/10/2026	INV	PD	MEETING MINUTES FOR CITY
2026-059-CFA		07/22/2026	10341607	08182026	125992	85.00	08/10/2026	INV	PD	MEETING MINUTES FOR CFA -
2026-060-TRANSCRIPT		07/23/2026	10341608	08182026	125992	510.00	08/10/2026	INV	PD	MINUTES TRANSCRIPT REVIEW
2026-064-CC		07/30/2026	10341610	08182026	125992	637.50	08/10/2026	INV	PD	MEETING MINUTES FOR CITY
						4,122.50				
9135 LAW OFFICES OF DAMIAN D. CAPOZZOLA										
20260800-1199		08/01/2026	10341241	08182026	125993	6,100.00	08/10/2026	INV	PD	7/26 C. Siracusa Legal Fe
20260700-1192		07/05/2026	10340951	08182026	125993	12,988.95	08/10/2026	INV	PD	6/26 Sixt Rent A Car Lega
						19,088.95				
5002 LAWRENCE ROLL-UP DOORS, INC.										
2623642		07/16/2026	10340813	08182026	125994	795.00	08/16/2026	INV	PD	MAIN LIBRARY INSPECT - RE
2623788		07/22/2026	10341410	08182026	125994	2,502.20	08/22/2026	INV	PD	MAIN LIBRARY ENTRANCE PAR
						3,297.20				
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
384842		06/10/2026	10341539	08182026	125995	1,430.00	08/10/2026	INV	PD	5/26 Confid PD Investig (
387842		07/10/2026	10340954	08182026	125995	6,207.50	08/10/2026	INV	PD	6/26 Conf. PD Investig (2
379594		04/14/2026	10340955	08182026	125995	4,992.50	08/10/2026	INV	PD	3/26 Confid PD Investig (
382503		05/13/2026	10340956	08182026	125995	2,632.50	08/10/2026	INV	PD	4/26 Confd PD Investig (2
						15,262.50				
15705 LEPICOVSKY, VICTORIA										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
252511		07/30/2026	10341147	08182026	125996	160.00	07/30/2026	INV	PD	1YPG1111-02 SB TBALL - CN
3515 LEXIPOL LLC										
INVPM11271733	7482	06/01/2026	10341487	08182026	125997	12,595.09	08/18/2026	INV	PD	FY26-27 LEFTA/METR SUBSCR
5953 LEXISNEXIS										
3096638335		07/31/2026	10341561	08182026	125998	1,474.00	08/10/2026	INV	PD	7/26 Monthly Library Char
1884 LIEBERT CASSIDY WHITMORE										
324377-A		07/01/2026	10340774	08182026	125999	4,145.00	08/10/2026	INV	PD	SOUTH BAY CONSORTIUM MEMB
317850		02/28/2026	10341665	08182026	126000	807.50	08/10/2026	INV	PD	HOFFMAN CALPERS APPREAL
317851		02/28/2026	10341666	08182026	126001	1,150.00	08/10/2026	INV	PD	CALPERS AUDIT
						6,102.50				
1887 LIFE ASSIST, INC.										
2177134		08/05/2026	10341588	08182026	126002	1,373.54	09/19/2026	INV	PD	PARAMEDIC SUPPLIES
2170161		07/28/2026	10341100	08182026	126002	117.00	09/11/2026	INV	PD	PARAMEDIC SUPPLIES
2169550		07/24/2026	10341094	08182026	126002	1,766.98	09/07/2026	INV	PD	PARAMEDIC SUPPLIES
2169549		07/24/2026	10341097	08182026	126002	4,172.14	09/07/2026	INV	PD	PARAMEDIC SUPPLIES
						7,429.66				
12775 LINDE GAS & EQUIPMENT INC										
57935471		07/21/2026	10341091	08182026	126003	421.94	08/20/2026	INV	PD	SCBA RENTAL 6/20 - 7/20
57960656		07/22/2026	10341092	08182026	126003	857.31	08/21/2026	INV	PD	SCBA RENTAL 6/20 - 7/20
						1,279.25				
13252 LOCALITY MEDIA, INC.										
10257	7501	07/24/2026	10341232	08182026	126004	23,449.90	08/23/2026	INV	PD	RECORD MANAGEMENT & INTEG
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
263515BL		07/10/2026	10341432	08182026	126005	1,108.80	08/05/2026	INV	PD	June 2026 Inmate meals
14518 LOVEJOY FOUNDATION INC										
LRB080126	7490	08/01/2026	10341458	08182026	126006	1,250.00	08/18/2026	INV	PD	08/2026 ANIMAL SHELTERING
14777 MADE BY MEG										
821910		07/14/2026	10340284	08182026	126007	1,284.08	07/20/2026	INV	PD	INVOICE-821910_CATERING
2066 MATTHEW BENDER & CO., INC.										
49959433		07/09/2026	10341613	08182026	126008	912.39	08/10/2026	INV	PD	8/26 CA Public Sector Emp
15676 MAUSER, JEFF										
240946		07/21/2026	10341159	08182026	126009	200.00	07/27/2026	INV	PD	REFUND_240946_WP DP_6963

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2073 MAY, JASON										
05192026		05/19/2026	10341085	08182026	126010	269.34	08/10/2026	INV	PD	STATION DESIGN CONFERENCE
2080 MC KEEGAN, ROBERT										
BMSUMMER2026		08/04/2026	10341303	08182026	126011	6,770.40	08/04/2026	INV	PD	BM - AV TENNIS CLS - SMR
15723 MCALLISTER, MELISSA										
254049		07/30/2026	10341183	08182026	126012	200.00	08/10/2026	INV	PD	REFUND_254049_AV DP_7968
2084 MCCUNE & HARBER, LLP.										
135087		07/01/2026	10340946	08182026	126013	4,031.50	08/10/2026	INV	PD	6/26 L. Hardaway Legal Fe
135086		07/01/2026	10340947	08182026	126013	300.27	08/10/2026	INV	PD	6/26 G. Mesch Legal Fees
135085		07/01/2026	10340948	08182026	126013	5,017.50	08/10/2026	INV	PD	6/26 K. Brimer Legal Fees
135084		07/01/2026	10340949	08182026	126013	6,342.50	08/10/2026	INV	PD	6/26 J. Shannon Legal Fee
135083		07/01/2026	10340950	08182026	126013	296.50	08/10/2026	INV	PD	6/26 S. Dettelbach Legal
						15,988.27				
15685 MCGRUDER, SARA										
242943		07/21/2026	10341151	08182026	126014	480.00	07/27/2026	INV	PD	REFUND_242943_1SUM0327-08
2117 MERRIMAC ENERGY GROUP										
2248887	7492	07/17/2026	10341527	08182026	126015	29,709.43	08/17/2026	INV	PD	6500 GALLONS UNLEADED FUE
2127 MICHAEL J ARNOLD & ASSOCIATES INC										
15251	7247	08/06/2026	10341597	08182026	126016	84.00	08/06/2026	INV	PD	CONSULTANT SVCS FOR STATE
15267	7247	08/06/2026	10341599	08182026	126016	3,500.00	08/06/2026	INV	PD	CONSULTANT SVCS FOR STATE
						3,584.00				
7177 MICHEL & ASSOCIATES, P.C.										
14891TS/9076QB		06/05/2026	10340945	08182026	126017	13,962.40	08/10/2026	INV	PD	4/26 G. Cooke Legal Fees
2144 MIDWEST TAPE										
509172182		07/22/2026	10341272	08182026	126018	123.42	08/10/2026	INV	PD	AUDIO VISUAL
15690 MIER, HERBERT										
232438		07/30/2026	10341175	08182026	126019	400.00	08/10/2026	INV	PD	REFUND_232438_AV DP_7242
14388 MILLER MENDEL INC										
14887	7483	04/30/2026	10341477	08182026	126020	7,550.00	05/30/2026	INV	PD	FY26-27 ESOPH SUBSCRIPTIO
13349 MINUTEMAN PRESS REDONDO BEACH										
35954	7353	07/28/2026	10341039	08182026	126021	95.21	07/28/2026	INV	PD	MINUTE MAN PRESS PRINTING
35955	7353	07/28/2026	10341040	08182026	126021	95.21	07/28/2026	INV	PD	MINUTE MAN PRESS PRINTING

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						190.42				
3566 MISSION LINEN & UNIFORM										
526393509		07/17/2026	10341215	08182026	126022	108.75	08/17/2026	INV	PD	MEDIUM GLOVES FOR GARAGE
7834 MORROW-MEADOWS CORPORATION										
22117	5953	07/14/2026	10340962	08182026	126023	673.16	07/27/2026	INV	PD	TECH SUPPORT/EMGCY RESP S
22089	5953	05/13/2026	10340967	08182026	126023	1,892.87	07/27/2026	INV	PD	TECH SUPPORT/EMGCY RESP S
						2,566.03				
14196 NAPA AUTO PARTS										
043239		02/03/2025	10340992	08182026	126024	185.89	08/10/2026	INV	PD	UNIT 251 BRAKE ROTORS AND
043288		02/04/2025	10340993	08182026	126024	224.38	08/10/2026	INV	PD	UNIT 682-21 BRAKES AND RO
048378		04/10/2025	10340994	08182026	126024	142.99	08/10/2026	INV	PD	UNIT 318 BRAKE ROTORS AND
043246		02/03/2025	10340995	08182026	126024	170.49	08/10/2026	INV	PD	UNIT 251 BRAKES AND ROTOR
053960		06/16/2025	10340996	08182026	126024	307.34	08/10/2026	INV	PD	UNIT 407-17 BALL JOINT CO
064846		10/29/2025	10340997	08182026	126024	103.40	08/10/2026	INV	PD	UNIT 102 BRAKE ROTOR
064868		10/29/2025	10340998	08182026	126024	103.40	08/10/2026	INV	PD	STOCK BRAKE ROTORS
067565		12/09/2025	10340999	08182026	126024	11.32	08/10/2026	INV	PD	UNIT 407 WIPER BLADES
077596		04/20/2026	10341000	08182026	126024	90.81	08/10/2026	INV	PD	UNIT 621 BRAKE ROTORS
						1,340.02				
12120 NO FIRE INC. FIRE PROTECTION SERVICES										
4825		08/03/2026	10341595	08182026	126025	1,720.00	09/03/2026	INV	PD	N BRANCH LIBRARY FIRE SPR
15664 NOURMAND LEGAL F/B/O WARLIE G CORTEZA										
080326		07/16/2026	10341275	08182026	126026	12,500.00	08/10/2026	INV	PD	7/26 W. Corteza Settlemen
4796 OCCU-MED,LTD.										
0726900		06/30/2026	10340929	08182026	126027	1,179.46	08/10/2026	INV	PD	PHYSICALS 1 FT & 3 PT EE
0726900.3		06/30/2026	10340930	08182026	126028	2,997.02	08/10/2026	INV	PD	PHYSICALS 8 PT EE MAY-JUN
						4,176.48				
10031 OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,										
91718222		07/14/2026	10340928	08182026	126029	150.00	08/10/2026	INV	PD	DOT PHYSICALS 07/14/2026
7131 OCHOA, IGNACIO										
1045159		08/04/2026	10341358	08182026	126030	580.00	08/18/2026	INV	PD	SAILING_1045159_REPAIR
1448951		08/04/2026	10341360	08182026	126030	150.00	08/18/2026	INV	PD	SAILING_1448951_REPAIR
1045158		08/04/2026	10341356	08182026	126030	175.00	08/18/2026	INV	PD	SAILING_1045158_REPAIR
1448954		08/04/2026	10341361	08182026	126030	760.00	08/18/2026	INV	PD	SAILING_1448954_REPAIR
						1,665.00				
2320 OCLC, INC.										
1000499201		07/01/2026	10341270	08182026	126031	2,133.04	08/10/2026	INV	PD	WORLDSHARE ILL 7/2026-6/2

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13029 ODP BUSINESS SOLUTIONS, LLC										
473819921001		07/09/2026	10341326	08182026	126032	14.26	08/14/2026	INV	PD	INVESTIGATIONS DIVISION O
473291402001		07/07/2026	10341319	08182026	126032	230.94	08/07/2026	INV	PD	INVESTIGATIONS DIVISION O
473819418001		07/08/2026	10341323	08182026	126032	102.57	08/07/2026	INV	PD	INVESTIGATIONS DIVISION O
475379872001		07/31/2026	10341238	08182026	126032	234.09	07/31/2026	INV	PD	OFFICE SUPPLIES
475595491001		07/09/2026	10341253	08182026	126032	18.42	08/10/2026	INV	PD	OFFICE SUPPLIES
474507305001		07/09/2026	10341254	08182026	126032	331.54	08/10/2026	INV	PD	OFFICE SUPPLIES
470677271001		07/28/2026	10341038	08182026	126032	31.49	07/28/2026	INV	PD	USBS FOR USERS
472347305001		07/10/2026	10341403	08182026	126032	40.75	08/05/2026	INV	PD	OFFICE SUPPLIES RECINOS
472384742001		07/09/2026	10341407	08182026	126032	1,311.00	08/05/2026	INV	PD	TONER CARTRIDGES RECINOS
472384749001		07/10/2026	10341408	08182026	126032	518.54	08/05/2026	INV	PD	TONER CARTRIDGES RECINOS
473734324001		07/10/2026	10341492	08182026	126032	495.19	08/14/2026	INV	PD	OFFICE SUPPLIES - ROSE
474144736001		07/14/2026	10341446	08182026	126032	887.37	08/14/2026	INV	PD	CASERMA-OFFICE SUPPLIES
475776737001		07/15/2026	10341447	08182026	126032	51.60	08/14/2026	INV	PD	CASERMA-OFFICE SUPPLIES
475778509001		07/16/2026	10341449	08182026	126032	33.13	08/21/2026	INV	PD	CASERMA-OFFICE SUPPLIES
467386057001		07/08/2026	10341533	08182026	126032	25.89	08/06/2026	INV	PD	OFFICE SUPPLIES
451355917001		12/24/2025	10341500	08182026	126032	33.46	01/23/2026	INV	PD	OFFICE SUPPLIES - DETECTI
472285623001		07/02/2026	10341614	08182026	126032	26.92	08/10/2026	INV	PD	OFFICE SUPPLIES
472284909001		07/01/2026	10341611	08182026	126032	88.06	08/10/2026	INV	PD	OFFICE SUPPLIES
472285621001		07/01/2026	10341612	08182026	126032	9.59	08/10/2026	INV	PD	OFFICE SUPPLIES
						4,484.81				
11967 PACIFIC PRODUCTS & SERVICES, LLC										
38607		07/17/2026	10341173	08182026	126033	2,784.23	08/17/2026	INV	PD	BLANK SIGNS WHITE AND YEL
10291 PACIFIC TRAFFIC CONTROL, INC.										
INV34210		07/07/2026	10341310	08182026	126034	1,615.00	08/10/2026	INV	PD	PARADE BARRICADE RENTAL
14746 PAIRSOFT										
SI-019422	7481	05/27/2026	10341488	08182026	126035	10,299.00	08/22/2026	INV	PD	FY26-27 E-SUBPEONA & WEBI
14339 PEGASUS STUDIOS										
1219	7374	08/04/2026	10341288	08182026	126036	8,400.00	08/04/2026	INV	PD	AMENDMENT TO THE AGREEMEN
14136 PEINDL, CHRISTOPHER										
CHRIS-P TOOLS27		08/06/2026	10341575	08182026	126037	500.00	09/07/2026	INV	PD	CHRIS PEINDL TOOL REIMBUR
14878 PENERGY INC										
INV-0363	7471	08/04/2026	10341378	08182026	126038	4,987.00	08/04/2026	INV	PD	Data Center Cleaning
10521 PLACEWORKS										
CORB-01.0 - 13-	6888	02/28/2026	10341033	08182026	126039	7,212.00	07/27/2026	INV	PD	GENERAL PLAN UPDATE CONSU
14580 PLANTE, MEGAN										
253409		07/21/2026	10341153	08182026	126040	330.00	07/27/2026	INV	PD	REFUND_253409_1SUM0308-05

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
11747 PORTOFINO HOTEL & MARINA										
10002273		07/31/2026	10341566	08182026	126041	1,909.90	08/30/2026	INV	PD	RB HARBOR PATROL FUEL DOC
2548 PRUDENTIAL OVERALL SUPPLY										
43138583		08/04/2026	10341585	08182026	126042	27.50	09/03/2026	INV	PD	STATION 1 TOWELS/MATS
10446 PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.										
90305		07/17/2026	10341519	08182026	126043	462.00	08/05/2026	INV	PD	PRE EMPLOYMENT EVAL G MIT
2561 PVP COMMUNICATIONS										
138750		07/24/2026	10341486	08182026	126044	1,483.82	08/24/2026	INV	PD	MOTOR UNIT HELMET & COMM
12665 QUALITY REFRIGERATION COMPANY INC										
0114104-IN		07/21/2026	10341405	08182026	126045	745.00	08/21/2026	INV	PD	PD. AC CONDENSER
0113945-IN		08/06/2026	10341555	08182026	126045	415.00	08/06/2026	INV	PD	AC repair transit center
0114034-IN		07/17/2026	10341189	08182026	126045	745.00	08/17/2026	INV	PD	FS2 DAYROOM HVAC REPAIR
0113985-IN		07/29/2026	10341190	08182026	126045	946.58	08/29/2026	INV	PD	WATERFRONT CH AC#2 REPAIR
						2,851.58				
5029 QUEST TAEKWONDO										
QUESTSUMMER2026		08/05/2026	10341402	08182026	126046	105.00	08/05/2026	INV	PD	QUEST - SUMMER 2026 CLASS
14684 RANGER INDUSTRIES LLC										
1025035		07/14/2026	10340363	08182026	126047	2,842.50	07/14/2026	INV	PD	2026 MONSTAD PIER 100 YEA
8230 RAYNE WATER SYSTEMS										
9736		07/31/2026	10341332	08182026	126048	138.00	08/31/2026	INV	PD	FS2 WATER SOFTENER 8/1-8/
11255 RED SECURITY GROUP, LLC										
110667		08/06/2026	10341557	08182026	126049	2,767.08	08/06/2026	INV	PD	locks for RBTC
110503		08/06/2026	10341560	08182026	126049	4,111.17	08/06/2026	INV	PD	RBTC locks
						6,878.25				
11539 REDONDO BEACH TRAVEL AND TOURISM										
081826DISB		08/05/2026	10341536	08182026	126050	41,880.15	08/05/2026	INV	PD	MAY 2026 RBTMD REVENUE
12044 RENDELL, BRAD										
07212026		07/21/2026	10341088	08182026	126051	170.00	08/10/2026	INV	PD	UNDERWATER BOAT MAINTENAN
5659 REYNOSO, ANDREW										
ARSUMR2026		07/30/2026	10341131	08182026	126052	9,271.50	07/30/2026	INV	PD	ANDREW REYNOSO - SUMMER 2
15562 RICHARD F ANTHONY LAW LTD										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
247		05/31/2026	10341537	08182026	126053	1,416.00	08/10/2026	INV	PD	5/26 General Contract Ser
279		08/02/2026	10341550	08182026	126053	354.00	08/10/2026	INV	PD	7/26 General Contract Ser
						1,770.00				
2685 RICHARDS, WATSON & GERSHON										
259285		06/30/2026	10341621	08182026	126054	826.00	08/10/2026	INV	PD	5/26 Housing Element Lega
259293		06/30/2026	10340938	08182026	126054	1,534.00	08/10/2026	INV	PD	5/26 G. Langadinos Legal
259291		06/30/2026	10340939	08182026	126054	4,838.00	08/10/2026	INV	PD	5/26 Mehta Mechanical Com
259290		06/30/2026	10340940	08182026	126054	11,616.03	08/10/2026	INV	PD	5/26 J. Bell Legal Fees
259289		06/30/2026	10340941	08182026	126054	5.40	08/10/2026	INV	PD	5/26 G. Labono Legal Fees
259288		06/30/2026	10340943	08182026	126054	4,156.98	08/10/2026	INV	PD	5/26 New Commune DTLA (2)
259287		06/30/2026	10340944	08182026	126054	2,794.95	08/10/2026	INV	PD	5/26 New Commune DTLA Leg
259286		06/30/2026	10340970	08182026	126054	324.50	07/27/2026	INV	PD	EMINENT DOMAIN ADVICE
						26,095.86				
12192 RIVIERA VILLAGE ASSOCIATION										
06/26BID		08/05/2026	10341506	08182026	126055	5,604.00	08/05/2026	INV	PD	JUNE 2026 (FY25-26 BID RE
12010 ROADLINE PRODUCTS INC, USA										
23208		07/22/2026	10341307	08182026	126056	2,227.56	08/10/2026	INV	PD	2X2X12 POST 14GA FOR SIGN
14102 ROBERT HALF										
66445636	7093	07/22/2026	10341534	08182026	126057	1,309.50	08/06/2026	INV	PD	ROBERT HALF INC Contracto
66471215	7093	07/30/2026	10341535	08182026	126057	982.13	08/06/2026	INV	PD	ROBERT HALF INC Contracto
66354061	7093	06/24/2026	10341530	08182026	126057	654.75	08/06/2026	INV	PD	ROBERT HALF INC Contracto
						2,946.38				
15669 ROBERTS, BRITTANY										
243386		07/21/2026	10341154	08182026	126058	200.00	07/27/2026	INV	PD	REFUND_243386_WP DP_7463
6661 ROBERTSON'S										
878201		07/22/2026	10341168	08182026	126059	885.18	08/22/2026	INV	PD	CONCRETE FOR 517 EMERALD
879672		07/23/2026	10341197	08182026	126059	982.66	08/23/2026	INV	PD	CONCRETE FOR EMERALD ST/F
871374		07/09/2026	10341073	08182026	126059	1,943.72	08/09/2026	INV	PD	CONCRETE FOR TORRANCE BLV
						3,811.56				
15672 ROJANI, SHAID										
243375		07/21/2026	10341161	08182026	126060	400.00	07/27/2026	INV	PD	REFUND_243375_ASC DP_7459
15677 RUEY, YVONNE										
241109		07/21/2026	10340957	08182026	126061	115.00	07/27/2026	INV	PD	REFUND_241109_1TEN1114-07
2779 SAFELITE GLASS CORP.										
05913-816183		07/21/2026	10341015	08182026	126062	854.14	08/21/2026	INV	PD	UNIT 656-25 FRONT WINDSHI
05913-816131		07/20/2026	10341389	08182026	126062	463.43	08/20/2026	INV	PD	UNIT 356 REPLACE WINDSHIE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						1,317.57				
2783 SAFETY-KLEEN CORPORATION										
100295726		07/22/2026	10341391	08182026	126063	690.71	08/22/2026	INV	PD	USED OIL FILTER PICK UP
100101265		06/26/2026	10340991	08182026	126063	1,943.09	08/10/2026	INV	PD	STOCK OIL AND TRANSMISSIO
						2,633.80				
14800 SAFETYCENTRIC INC										
INV26899	7075	07/27/2026	10341027	08182026	126064	11,151.40	07/27/2026	INV	PD	CONTRACTOR FOR FIBER OPTI
INV26967	7075	08/04/2026	10341285	08182026	126064	600.00	08/04/2026	INV	PD	CONTRACTOR FOR FIBER OPTI
						11,751.40				
3031 SC FUELS										
IN-0000914495	7511	07/31/2026	10341559	08182026	126065	29,545.83	08/31/2026	INV	PD	6500 GALLONS UNLEADED FUE
6612 SEEDS OF JOY VILLAGE, INC.										
SOJV2026-05		08/06/2026	10341623	08182026	126066	7,065.32	08/06/2026	INV	PD	SOJV - MAY 2026
15732 SHAFFER, JESSICA										
260802		07/30/2026	10341143	08182026	126067	200.00	07/30/2026	INV	PD	1SUM0322-08-SB REFUND-CAM
15706 SHAH, AASHINI										
252493		07/30/2026	10341148	08182026	126068	160.00	07/30/2026	INV	PD	1YPG1106-01 SB BSKTBL - C
8719 SHEYBANI, KERRI										
KSSUMMER2026		07/30/2026	10341129	08182026	126069	980.00	07/30/2026	INV	PD	KERRI SHEYBANI - SUMMER 2
13392 SHODA, RYAN										
FIRE 08/01/2026		07/21/2026	10341210	08182026	126070	671.67	08/10/2026	INV	PD	FIRE EMOTIONAL & CULTURAL
FIRE 09/01/2026		07/21/2026	10341212	08182026	126070	671.67	08/10/2026	INV	PD	FIRE INNOVATIVE & STRATEG
FIRE 10/01/2026		07/21/2026	10341213	08182026	126070	671.67	08/10/2026	INV	PD	FIRE BUSINESS MANAGEMENT
FIRE 11/01/2026		07/21/2026	10341214	08182026	126070	484.99	08/10/2026	INV	PD	FIRE TALENT ACQUISITION 1
						2,500.00				
9823 SHRED-IT USA LLC										
8014718733		06/30/2026	10341602	08182026	126071	762.59	08/03/2026	INV	PD	PAPER SHREDDING SERVICE
8931 SIGNAL ATTORNEY SERVICE, INC.										
073126		07/31/2026	10341558	08182026	126072	165.00	08/10/2026	INV	PD	Services Rendered from 07
2898 SIGNVERTISE										
12859		08/04/2026	10341374	08182026	126073	1,125.00	08/28/2026	INV	PD	STREET BANNERS FOR JUNE
12910		08/04/2026	10341379	08182026	126073	375.00	08/28/2026	INV	PD	STREET BANNERS FOR JULY 2
12801		08/04/2026	10341362	08182026	126073	397.50	08/28/2026	INV	PD	STREET BANNERS FOR MAY 20

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						1,897.50				
10152 SILVA, AIRRONE										
AIRRONESBOOTS-FY27		07/30/2026	10341359	08182026	126074	350.00	08/30/2026	INV	PD	AIRRONE SILVA WORKBOOKS R
2908 SIRCHIE FINGER PRINT LABORATORIES, INC										
0747681-IN		07/21/2026	10341501	08182026	126075	112.88	08/18/2026	INV	PD	FINGERPRINT DEVELOPMENT C
11210 SOUTH BAY FLEET SPECIALIST										
22108		07/10/2026	10340989	08182026	126076	1,525.31	08/10/2026	INV	PD	UNIT 682-21REPAIR LIFT GA
2990 SOUTH BAY FORD										
596438		07/16/2026	10341019	08182026	126077	95.49	08/16/2026	INV	PD	678-25 PSSNGR DOOR SCUFF
596693		07/16/2026	10341020	08182026	126077	432.74	08/16/2026	INV	PD	DRIVER SEAT PANEL
597389		07/20/2026	10340988	08182026	126077	379.32	08/20/2026	INV	PD	unit 404-22 REAR SHOCKS
CM597560		07/24/2026	10341202	08182026	126077	-71.89	07/24/2026	CRM	PD	UNIT 369-25 CREDIT WEATHE
598139		07/24/2026	10341204	08182026	126077	8.80	08/24/2026	INV	PD	UNIT 349-25 WINDOW REGULA
597560		07/24/2026	10341205	08182026	126077	71.89	08/24/2026	INV	PD	UNIT 349-25 WEATHERSTRIP
598798		07/29/2026	10341222	08182026	126077	331.04	08/29/2026	INV	PD	UNIT 670-25 FRONT BRAKE P
533903	7507	07/21/2026	10341388	08182026	126078	6,274.28	08/21/2026	INV	PD	TRANSMISSION REPLACEMENT
						7,521.67				
9634 SOUTH BAY LANDSCAPING, INC.										
22025		07/31/2026	10341413	08182026	126079	1,392.00	08/31/2026	INV	PD	MONTHLY PIER LANDSCAPING
22030		07/31/2026	10341415	08182026	126079	1,200.00	08/31/2026	INV	PD	MONTHLY MEDIAN LANDSCAPIN
						2,592.00				
15725 SOUTH BAY MUSIC CONSERVATORY										
254047		07/30/2026	10341184	08182026	126080	200.00	08/10/2026	INV	PD	REFUND_254047_AV DP_7537
3005 SOUTH COAST AIR QUALITY MANAGEMENT DISTR										
4752128		07/01/2026	10341021	08182026	126081	176.41	08/01/2026	INV	PD	ID 9032 CITY YARD 26-27 E
4750761		07/01/2026	10341022	08182026	126081	928.81	08/01/2026	INV	PD	ID 9032 CITY YARD ANNUAL
4750752		07/01/2026	10341023	08182026	126081	1,167.46	08/01/2026	INV	PD	ID 4735 CH ANNUAL OP FEES
4752095		07/01/2026	10341024	08182026	126081	176.41	08/01/2026	INV	PD	ID 4735 C.H. FY26-27 EMMI
4726364		07/01/2026	10341456	08182026	126081	181.11	08/03/2026	INV	PD	721 CAMINO REAL HOT SPOTS
						2,630.20				
3016 SOUTHERN CALIFORNIA EDISON										
700165291478-71626B		07/16/2026	10341004	08182026	126082	180.50	08/16/2026	INV	PD	TORRANCE BLVD/ INTERNAT B
700062360940-7126B		07/16/2026	10341005	08182026	126082	1,115.89	08/16/2026	INV	PD	180 N HARBOR DR, 201 N CA
700062436318-71626B		07/16/2026	10341006	08182026	126082	6,455.84	08/16/2026	INV	PD	TORRANCE BLVD/ INTERNAT B
700470178747-71626		07/16/2026	10340830	08182026	126082	3,500.34	08/16/2026	INV	PD	ARTESIA, JUANITA, 190TH,
700062474209-71326		07/13/2026	10340831	08182026	126082	4,212.04	08/13/2026	INV	PD	STINHRT, MORG, BLOSSOM/CR
700062436318-716A		07/16/2026	10341289	08182026	126082	6,455.84	08/05/2026	INV	PD	101 TORRANCE BL, INTL BO
700354269811-73026		07/30/2026	10341292	08182026	126082	1,708.78	08/30/2026	INV	PD	1521 KINGSDALE AVE 6/26-7
700724544574-73026		07/30/2026	10341293	08182026	126082	1,372.39	08/30/2026	INV	PD	1521 KINGSDALE AVE 6/26-7

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
701032444301-73026		07/30/2026	10341294	08182026	126082	122.74	08/30/2026	INV	PD	1521 KINGSDALE AVE 6/26-7
700464670763-72826		07/28/2026	10341295	08182026	126082	209.94	08/28/2026	INV	PD	1928 NELSON AVE 6/24-7/23
						25,334.30				
15303 SOUTHSTAR ENGINEERING & CONSULTING, INC										
892	7137	06/30/2026	10341713	08182026	126083	10,164.00	08/11/2026	INV	PD	AVIATION / ARTESIA NB RT
3045 SPECIALTY DOORS										
57318S		07/29/2026	10341384	08182026	126084	1,217.99	08/29/2026	INV	PD	FS1 REPAIR DOOR
7733 SPRY, JOSHUA										
SLIJULY		08/05/2026	10341521	08182026	126085	301.00	08/05/2026	INV	PD	PER DIEM SLI COURSE 7/19/
3070 STANDARD INSURANCE										
AUGUST 2026		07/21/2026	10340927	08182026	126086	9,605.17	08/10/2026	INV	PD	BENEFITS-RET, VOL, LTD, D
13763 STATION AUTOMATION, INC.										
98251	7500	06/05/2026	10341231	08182026	126087	6,759.76	07/20/2026	INV	PD	PSTRAX ELECTRONIC LOGGING
15667 STEINHOFF, ANDY										
243380		07/21/2026	10341150	08182026	126088	262.00	07/27/2026	INV	PD	REFUND_243380_1TEN1109-06
12898 STRIVE DESIGN INC										
305438		08/04/2026	10341439	08182026	126089	52.80	08/05/2026	INV	PD	UNIFORM MARTINEZ DISPATCH
15733 SUMMERS, DANIELLE										
260803		07/30/2026	10341352	08182026	126090	200.00	07/30/2026	INV	PD	1SUM0322-08 2026 SB SMR C
10811 SUNBELT CONTROLS										
261511		08/06/2026	10341556	08182026	126091	1,039.00	08/06/2026	INV	PD	Hvac repair RBTC
12287 SUNSHINE 11, LP										
060426		06/04/2026	10341529	08182026	126092	229,051.20	08/10/2026	INV	PD	18 Unit Rent & Insurance
10365 T-MOBILE										
998074818_07212026		07/21/2026	10341494	08182026	126093	3,237.56	08/18/2026	INV	PD	MONTHLY FEES ACCOUNT 9980
997675723-08192026		08/04/2026	10341299	08182026	126093	123.70	08/04/2026	INV	PD	997675723-HSI ROUTERS
999828330-08192026		07/30/2026	10341125	08182026	126093	135.10	07/30/2026	INV	PD	MONTHLY CHARGES 999828330
205379417-08192026		07/30/2026	10341126	08182026	126093	749.37	07/30/2026	INV	PD	2053799417- FIRE MDCS
267037237-08192026		07/30/2026	10341127	08182026	126093	1,186.20	07/30/2026	INV	PD	MONTHLY CHARGES
998197361-07212026		07/21/2026	10341102	08182026	126093	94.80	08/19/2026	INV	PD	FIRE DEPT PHONES/INTERNET
						5,526.73				
8435 T-MOBILE USA										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
L2607290286		07/29/2026	10341329	08182026	126094	50.00	07/29/2026	INV	PD	SEARCH WARRANT DR 26-4084
999820991-0726		07/19/2026	10341641	08182026	126095	453.48	08/19/2026	INV	PD	PW IPADS 07/26
						503.48				
9715 T2 SYSTEMS CANADA INC.										
7004593		07/24/2026	10341107	08182026	126096	2,256.67	08/10/2026	INV	PD	SPARE PARTS FOR WF PAY ST
15260 THE BRIEFING ROOM LLC										
1717		07/14/2026	10341479	08182026	126097	4,898.19	08/13/2026	INV	PD	ANNUAL SUBSCRIPTION 9/22/
11764 THE CHUKA FAMILY TRUST										
AUG 6'26		08/06/2026	10341582	08182026	126098	22,738.79	08/06/2026	INV	PD	CHUKA FAMILY TRUST - ARTE
10837 THE FELDHAKE LAW FIRM										
57452		08/04/2026	10341622	08182026	126099	5,164.25	08/10/2026	INV	PD	7/26 ICRMA Legal Fees
15735 THOMPSON, STEPHANIE										
260832		07/30/2026	10341348	08182026	126100	200.00	07/30/2026	INV	PD	1SUM0322-08 - SB CAMP - C
9019 THOMSON REUTERS - WEST										
853981104		08/01/2026	10341579	08182026	126101	1,407.22	08/10/2026	INV	PD	8/26 Monthly Library Char
15671 THORBURN, SHERI										
248956		07/21/2026	10341155	08182026	126102	200.00	07/27/2026	INV	PD	REFUND_248956_WP DP_7978
15148 TICKIOT INC										
IN149-2858		08/04/2026	10341287	08182026	126103	97.33	08/04/2026	INV	PD	PH CHARGE
71 TIME WARNER CABLE										
119992001072126		07/30/2026	10341120	08182026	126104	1,453.20	07/30/2026	INV	PD	NETWORK SERVICES
188419101072126		07/30/2026	10341121	08182026	126104	3,314.03	07/30/2026	INV	PD	FIBER
						4,767.23				
11361 TIREHUB, LLC										
60567062		07/28/2026	10341221	08182026	126105	497.56	08/28/2026	INV	PD	UNIT 60 TIRES
60443379		07/23/2026	10341206	08182026	126105	224.70	08/23/2026	INV	PD	STOCK - TIRES
						722.26				
15742 TOP PROS CONSTRUCTION										
2601753		07/17/2026	10341531	08182026	126106	374.90	08/06/2026	INV	PD	REFUND OF A WITHDRAWN PER
7130 TORRANCE AUTO REPAIR										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
0195333		07/22/2026	10341208	08182026	126107	1,242.75	08/23/2026	INV	PD	UNIT 012 REMOVE & REPLACE
0195352		07/24/2026	10341209	08182026	126107	860.76	08/24/2026	INV	PD	UNIT 051-07 REMOVE & REPL
0195233		07/15/2026	10341018	08182026	126107	1,507.03	08/15/2026	INV	PD	WHEEL ALIGHMENT; REMOVE-R
						3,610.54				
3227 TORRANCE MEMORIAL MEDICAL CENTER										
34628		07/27/2026	10341483	08182026	126108	175.00	08/18/2026	INV	PD	07/2026 DUI BLOOD DRAWS
9342 TRANSUNION RISK AND ALTERNATIVE										
213833-202607-1		08/01/2026	10341333	08182026	126109	100.00	08/01/2026	INV	PD	07/2026 DEPT MONTHLY TLO
6100 DAVID TURCH & ASSOCIATES										
07312026	7250	08/06/2026	10341600	08182026	126110	2,500.00	08/06/2026	INV	PD	CONSULTANT SVCS FOR FEDER
3270 TYLER TECHNOLOGIES INC										
045-567818		07/28/2026	10341041	08182026	126111	3,006.24	07/28/2026	INV	PD	MUNIS PACE BRIAN KELLEY M
045-567171	7491	06/01/2026	10341166	08182026	126111	270,392.00	07/30/2026	INV	PD	APPLICATION SVS JUNE26 TO
						273,398.24				
3273 U.S. ARMOR CORPORATION										
53277		07/22/2026	10341417	08182026	126112	907.42	08/05/2026	INV	PD	REPLACEMENT VEST STEVENS
53208		07/16/2026	10341418	08182026	126112	1,652.79	08/05/2026	INV	PD	REPLACEMENT VEST S GARCIA
53243		07/20/2026	10341421	08182026	126112	1,212.12	08/05/2026	INV	PD	REPLACEMENT VEST PIRSAHEL
53276		07/22/2026	10341414	08182026	126112	907.42	08/05/2026	INV	PD	REPLACEMENT VEST BUSHMAN
						4,679.75				
15683 ULLOA, BETHANN										
237956		07/30/2026	10341179	08182026	126113	240.00	08/10/2026	INV	PD	REFUND_237956_1SUM0308-02
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.										
114-14260316		07/17/2026	10341586	08182026	126114	1,184.80	08/10/2026	INV	PD	RB Pallet Shelter Restroo
14493 VALLE, GERARDO MARTINEZ										
G.MARTINEZ-V TOOLS27		08/06/2026	10341571	08182026	126115	1,000.00	09/07/2026	INV	PD	GERARDO MARTINEZ-VALLE TO
GERARDOM-BOOTFY26-27		07/09/2026	10341080	08182026	126115	350.00	08/09/2026	INV	PD	GERARDO MARTINEZ WORK BOO
						1,350.00				
15668 VAN BAKEL, JAN										
243385		07/21/2026	10341149	08182026	126116	200.00	07/27/2026	INV	PD	REFUND_243385_WP DP_7562
13579 VEOLIA WTS SERVICES USA, INC.										
903911950 101058483		07/28/2026	10341574	08182026	126117	372.67	09/02/2026	INV	PD	EXCHANGE, DI, MIX BED, 1.
903911949 101058482		07/28/2026	10341576	08182026	126117	376.62	09/02/2026	INV	PD	EXCHANGE, DI, MIX BED, 1.

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						749.29				
8088 VERIZON BUSINESS SERVICES										
73750563		07/30/2026	10341128	08182026	126118	3,210.94	07/30/2026	INV	PD	CALNG CITY OF RB SV646027
3621 VERIZON WIRELESS										
6148904321		07/18/2026	10341089	08182026	126119	1,130.52	08/10/2026	INV	PD	FIRE DEPT IPADS 6/19 - 7/
14283 VERSATERM PUBLIC SAFETY US INC										
INV41-04404		06/12/2026	10341489	08182026	126120	3,325.56	07/12/2026	INV	PD	IAPRO AND BLUETEAM LICENS
14811 VESTIS UNIFORM AND WORK PLACE										
5860588336	6754	07/08/2026	10341339	08182026	126121	173.78	08/08/2026	INV	PD	PIER UNIFORMS 7/8
5860590638	6754	07/15/2026	10341340	08182026	126121	177.39	08/15/2026	INV	PD	PIER UNIFORMS 7/15
5860590632	6754	07/15/2026	10341341	08182026	126121	246.77	08/15/2026	INV	PD	PARKS UNIFORMS 7/15
5860588331	6754	07/08/2026	10341342	08182026	126121	246.77	08/08/2026	INV	PD	PARKS UNIFORMS 7/8
5860592929	6754	07/22/2026	10341345	08182026	126121	247.10	08/22/2026	INV	PD	PARKS UNIFORMS 7/22
5860592934	6754	07/22/2026	10341346	08182026	126121	177.39	08/22/2026	INV	PD	PIER UNIFORMS 7/22
5860588332	6754	07/08/2026	10341350	08182026	126121	499.76	08/08/2026	INV	PD	PW YARD UNIFORMS 7/8
5860590633	6754	07/15/2026	10341370	08182026	126121	507.31	08/15/2026	INV	PD	PW YARD UNIFORMS - 7/15
5860592930	6754	07/22/2026	10341373	08182026	126121	507.69	08/22/2026	INV	PD	PW YARD UNIFORMS - 7/22
						2,783.96				
15674 VILLANUEVA, RIA										
241653		07/21/2026	10341160	08182026	126122	55.00	07/27/2026	INV	PD	REFUND_241653_1FCN1000-01
8802 VISION SERVICE PLAN										
825626226		07/19/2026	10341203	08182026	126123	6,189.39	08/10/2026	INV	PD	VSP ACTIVES AUGUST 2026
825626212		07/19/2026	10341207	08182026	126124	704.78	08/10/2026	INV	PD	VSP RETIREES AUGUST 2026
						6,894.17				
15087 VO, JULIETTE										
243382		07/21/2026	10341157	08182026	126125	600.00	07/27/2026	INV	PD	REFUND_243382_WP DP_7443
10827 VOX NETWORK SOLUTIONS, INC.										
VNS-004017		07/21/2026	10340802	08182026	126126	981.55	07/21/2026	INV	PD	Cisco DNA Subscription YR
14946 WALLER, BRADLEY										
ICA SUMMTRVL 2		07/31/2026	10341236	08182026	126127	1,528.85	07/31/2026	INV	PD	BWALLER ICA SUMM SEM TRVL
15729 WANG, ZHE										
257425		07/30/2026	10341145	08182026	126128	200.00	07/30/2026	INV	PD	1SUM0322-08 SB CAMP CNCL-
15192 WATERFRONT EDUCATION										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
WE-2-SUMMER2026		08/04/2026	10341296	08182026	126129	23,058.00	08/04/2026	INV	PD	WTRFRNT EDU - SUMR CMP IN
3408 WAXIE SANITARY SUPPLY										
84034271		07/23/2026	10341077	08182026	126130	264.09	08/23/2026	INV	PD	PARKS JANITORIAL SUPPLIES
84011975		07/08/2026	10341380	08182026	126130	2,688.38	08/08/2026	INV	PD	FACILITIES JANITORIAL SUP
84028122		07/20/2026	10341376	08182026	126130	66.18	08/20/2026	INV	PD	RBPAC JANITORIAL SUPPLIES
84022767		07/15/2026	10341377	08182026	126130	3,218.88	08/15/2026	INV	PD	PIER JANITORIAL SUPPLIES
84046987		07/31/2026	10341404	08182026	126130	2,508.52	08/31/2026	INV	PD	FACILITIES JANITORIAL SUP
83937685	7439	05/19/2026	10341467	08182026	126130	11,187.17	06/30/2026	INV	PD	PIER "RECYCLED ORGANICS P
83956784	7439	06/02/2026	10341468	08182026	126130	5,799.66	07/02/2026	INV	PD	PIER "RECYCLED ORGANICS P
84044387		07/30/2026	10341547	08182026	126130	12.90	08/30/2026	INV	PD	PIER JANITORIAL SUPPLIES
84028089		07/20/2026	10341548	08182026	126130	277.62	08/20/2026	INV	PD	PIER JANITORIAL SUPPLIES
84028046		07/20/2026	10341522	08182026	126130	140.17	08/20/2026	INV	PD	PARKS JANITORIAL SUPPLIES
84030381		07/21/2026	10341523	08182026	126130	218.75	08/21/2026	INV	PD	SEWERS JANITORIAL SUPPLIE
84035977		07/24/2026	10341524	08182026	126130	194.17	08/24/2026	INV	PD	SEASIDE LAGOON JANITORIAL
84040029		07/28/2026	10341518	08182026	126130	23.66	08/28/2026	INV	PD	PARKS JANITORIAL SUPPLIES
						26,600.15				
13684 WEADOCK, PETER										
OTSWEADOCK2026		06/30/2026	10341526	08182026	126131	43.00	08/05/2026	INV	PD	OTS CONFERENCE PER DIEM 6
14679 WESTFLEX INC										
5013580		07/17/2026	10341171	08182026	126132	1,128.41	08/17/2026	INV	PD	EAR PLUGS; GLOVES; SAFETY
3458 WILLIAMS SCOTSMAN, INC.										
9026674529		07/27/2026	10341195	08182026	126133	174.07	08/27/2026	INV	PD	STREETS STRGE CONTAINER 7
9026510593		07/01/2026	10341079	08182026	126133	257.20	08/01/2026	INV	PD	STREETS STORAGE CONTAINER
9020500602		03/21/2024	10341111	08182026	126133	-51.25	03/21/2024	CRM	PD	INTEREST CHARGE
9020500603		03/21/2024	10341112	08182026	126133	-52.04	03/21/2024	CRM	PD	INTEREST CHARGE
9020500604		03/21/2024	10341113	08182026	126133	-51.25	03/21/2024	CRM	PD	INTEREST CHARGE
9020644815		04/09/2024	10341114	08182026	126133	-56.96	04/09/2024	CRM	PD	INTEREST CHARGE
9020644816		04/09/2024	10341115	08182026	126133	-55.38	04/09/2024	CRM	PD	INTEREST CHARGE
9020644817		04/09/2024	10341116	08182026	126133	-51.25	04/09/2024	CRM	PD	INTEREST CHARGE
9026613159		07/17/2026	10340934	08182026	126133	275.91	08/10/2026	INV	PD	PS Storage 071726 - 08132
9026613140		07/17/2026	10340935	08182026	126133	275.91	08/10/2026	INV	PD	PS Storage 071726 - 08132
9026613149		07/17/2026	10340936	08182026	126133	328.59	08/10/2026	INV	PD	PS Storage 071726 - 08132
9026692205		07/29/2026	10341406	08182026	126133	257.20	08/29/2026	INV	PD	10085497 STREETS STORAGE
						1,250.75				
15316 WITTMAN ENTERPRISES LLC										
WITT-000829	7157	07/31/2026	10341572	08182026	126134	6,630.00	08/30/2026	INV	PD	FEES FOR BILLING SERVICES
6402 WITZANSKY, MIKE										
REIMB0721A		07/31/2026	10341234	08182026	126135	35.00	07/31/2026	INV	PD	MWITZANSKY REIMBURSE 0721
REIMBURSE072026		07/31/2026	10341239	08182026	126135	35.00	07/31/2026	INV	PD	MWITZANSKY REIMBURSE 0721
						70.00				
15728 YANG, BODHI										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
256488		07/30/2026	10341146	08182026	126136	200.00	07/30/2026	INV	PD	1SUM0322-02 SB CAMP - CNC
15716 YIP, KATHLEEN										
243818		07/30/2026	10341185	08182026	126137	200.00	08/10/2026	INV	PD	REFUND_243818_AV DP_7478
12562 YITAE, KIM										
IAN2026-SMR		07/30/2026	10341130	08182026	126138	1,878.80	07/30/2026	INV	PD	IAN KIM - SUMMER 2026 TEN
13146 YUNEX LLC										
90010733	7299	07/21/2026	10341459	08182026	126139	1,719.50	08/21/2026	INV	PD	FLASHING BEACONS/SIGNALIZ
5610008866	7299	07/21/2026	10341461	08182026	126139	7,336.03	08/21/2026	INV	PD	TRAFFIC SIGNAL RESPONSE C
						9,055.53				
12757 ZEIN OBAGI JR										
ICA SUMM TRVL 1		07/31/2026	10341235	08182026	126140	86.00	07/31/2026	INV	PD	ZOBAGIJR ICA SUMMTRVL XPN
3510 ZOLL MEDICAL CORPORATION										
91007258	7494	07/13/2026	10341230	08182026	126141	7,876.13	08/12/2026	INV	PD	EXTENDED WARRANTY FOR FIV
4540046		08/05/2026	10341589	08182026	126141	456.27	09/04/2026	INV	PD	PARAMEDIC SUPPLIES
						8,332.40				
		545 INVOICES				3,449,417.55				

** END OF REPORT - Generated by Nicholette Garcia **

Administrative Report

H.5., **File #** 26-0878 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER $35,000:

1. APPROVE A FOURTH AMENDMENT TO THE AGREEMENT WITH CHARGEPOINT, INC. TO ADD $15,380 IN EV CHARGING SUBSCRIPTION FEES AND SERVICES AND TO EXTEND THE TERM TO DECEMBER 3, 2027

   CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

2. APPROVE A THIRD AMENDMENT TO THE AGREEMENT WITH PETDATA, INC. FOR DOG LICENSING SERVICES TO EXTEND THE TERM THROUGH OCTOBER 18, 2026 FOR A MINIMUM MONTHLY SERVICE FEE OF $1,000 (ESTIMATED EXPENDITURE FOR THE TERM IS $2,000) TO ALLOW FOR ADDITIONAL TIME TO COMPLETE THE EVALUATION AND CONTRACTING PROCESS RELATED TO RFP#2526-007 FOR DOG LICENSING SERVICES

   CONTACT: STEPHEN SPRENGEL, POLICE CHIEF

EXECUTIVE SUMMARY

Approve Contracts Under $35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Fourth Amendment, Signature & Insurance - Chargepoint, Inc.
- Amendments 1-3 & Agreement - Chargepoint, Inc.
- Third Amendment, Signature & Insurance - PetData, Inc.
- Amendments 1-2 & Agreement - PetData, Inc.

FOURTH AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CHARGEPOINT, INC.

THIS FOURTH AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT ("Fourth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("Subscriber"), and ChargePoint Inc, a Delaware corporation ("CPI").

WHEREAS, on May 2, 2017 the parties entered into the Master Services and Subscription Agreement between the Subscriber and CPI (the "Agreement");

WHEREAS, on August 14, 2018, the parties entered into a First Amendment to the Agreement ("First Amendment") to extend the term of the Agreement and increase the amount paid to CPI by $1,014;

WHEREAS, on April 13, 2021, the parties entered into a Second Amendment to the Agreement ("Second Amendment") to extend the term of the Agreement to August 29, 2026, and increase the amount paid to CPI by $25,881;

WHEREAS, on October 17, 2023, the parties entered into a Third Amendment to the Agreement ("Third Amendment") to add charging station services and increase the amount paid to CPI by $9,331.02;

WHEREAS, Section 1.2 of the Agreement provides for the incorporation of certain exhibits, including a Price Quotation setting forth the pricing terms applicable to the ChargePoint Services; and

WHEREAS, the parties desire to amend the Agreement.

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. **SECTION 1.2 EXHIBITS AND PRIVACY POLICY.** Section 1.2 of the Agreement is amended to add the CPI quotation attached hereto as Exhibit "A-4" (Additional Price Quotation"), which is incorporated into and made a part of the Agreement. CPI shall provide the services described in Exhibit "A-4", in an amount not to exceed $15,380, in accordance with the Agreement, as amended.

2. **SECTION 9.1 - TERM OF THE AGREEMENT.** Section 9.1 of the Agreement, as previously amended, is hereby amended and restated in its entirety as follows:

   The term of the Agreement shall continue through the expiration of all Service Plans purchased by Subscriber under the Agreement, including any Service Plans and other services purchased or renewed by Subscriber under the Agreement, including those purchased or renewed pursuant to this Fourth Amendment, unless earlier terminated in accordance with the Agreement.

3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, the terms of this Fourth Amendment shall govern.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 18th day of August, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

CHARGEPOINT, INC.,
a Delaware Corporation

DocuSigned by:
Mansi Khetani
0612FB1871E447F...

By: _____
Name: Mansi Khetani
Title: CFO
8/13/2026 | 11:45 AM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT “A-4”

CHARGEPOINT QUOTATION

See attached.

Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: Iris Guillardo
E-Mail: iris.guillardo@chargepoint.com
Telephone: 669-221-1061

Quote Number: Q-648916-6
Date: 8/10/2026
Expires On: 9/9/2026

Customer: City of Redondo Beach
Primary Contact:
ChargePoint Org: NA004261

ChargePoint Cloud Plans

Product Name	Product Description	Quantity	End Date	Total Price (USD)
CPCLD-FLEETENT-REN	Coterminous renewal, Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	2.0	12/03/2027	820.00
CPCLD-ENTERPRISE-DC-REN	Coterminous renewal, Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	1.0	12/03/2027	1,200.00
CPCLD-COMMERCIAL-REN	Prepaid coterminous renewal Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	15.0	12/03/2027	5,450.00

ChargePoint Assure Maintenance and Management

Product Name	Product Description	Quantity	End Date	Total Price (USD)
CPE250-ASSURE-REN	Prepaid coterminous renewal of ChargePoint Assure for CPE250 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	1.0	12/03/2027	2,530.00
CT4000-ASSURE-REN	Prepaid coterminous renewal of ChargePoint Assure for CT4000 stations. Includes Parts and Labor Warranty, Remote Technical	8.0	12/03/2027	4,960.00

© 2026 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

	Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.			
CPF-ASSURE-REN	CPF prepaid coterminous renewal of Assure. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2.0	12/03/2027	420.00

Total : USD 15,380.00

© 2026 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

Quote Acceptance

+ All invoices are: Net 30 days or prepaid.

+ The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
+ All pricing confidential between Customer and ChargePoint.
+ Prices do not include tax where applicable. This quote is subject to sales tax based on the state or province in which the goods or services will be delivered. Sales tax will be included at time of invoice and is non-negotiable.
+ Customer confirms that the shipping and billing information provided in the quote is accurate for ChargePoint's shipping and invoicing purposes.
+ Customer to be invoiced at time of shipment
+ Additional purchase terms and conditions can be found at http://www.chargepoint.com/termsandconditions
+ Unless the parties have executed a written agreement covering the products or services in this quote, then this quote is accepted and governed solely by the Terms and Conditions applicable to the products and services set forth in this quote and located at:
1. ChargePoint Cloud Subscriptions Terms and Conditions found at https://www.chargepoint.com/legal/mssa/;
2. ChargePoint's ChargePoint as a Service Agreement found at https://www.chargepoint.com/legal/cpaas;
3. ChargePoint Terms and Conditions of Purchase found at https://www.chargepoint.com/legal/termsandconditions;
4. ChargePoint Support Services Terms and Conditions found at: https://www.chargepoint.com/legal/support-services/;
5. ChargePoint Deployment and Consulting Services Terms and Conditions found at https://www.chargepoint.com/legal/deployment-consulting-services/;and
6. ChargePoint API Services Terms and Conditions found at https://www.chargepoint.com/legal/deployment-consulting-services/.
Any preprinted or additional or different terms stated or referenced in any Customer purchase order or any such similar document are excluded and will not be binding and notice of objection to them is hereby given.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Signature:

Name (Print):

Title:

Date:

Accounts Payable Contact Name:

Accounts Payable Contact E-Mail:

Bill To Details:

Bill to Company Name:

Street:

City:

State: **Postal Code:**

Country:

© 2026 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

Renewal Details

Cloud Plan Renewals

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
PW YARD / CITY HALL	210741007944	415 Diamond St Redondo Beach California 90277	CPCLD-COMMERCIAL-REN	TKN1619769560379	12/04/2026	12/03/2027	370.00
PW YARD / MAIN LIBRARY	211241012546	303 N Pacific Coast Hwy Redondo Beach California 90277	CPCLD-COMMERCIAL-REN	TKN1619769560380	01/20/2027	12/03/2027	320.00
PW YARD / MAIN LIBRARY	211241012546	303 N Pacific Coast Hwy Redondo Beach California 90277	CPCLD-COMMERCIAL-REN	TKN1619769560381	01/20/2027	12/03/2027	320.00
PW YARD / NB LIBRARY	211941020040	2000 Artesia Blvd Redondo Beach California 90278	CPCLD-COMMERCIAL-REN	TKN1619769560374	12/04/2026	12/03/2027	370.00
PW YARD / NB LIBRARY	211941020040	2000 Artesia Blvd Redondo Beach California 90278	CPCLD-COMMERCIAL-REN	TKN1619769560378	12/04/2026	12/03/2027	370.00
PW YARD / PAC #1	2512G2019068	1935 Manhattan Beach Blvd Redondo Beach California 90278	CPCLD-COMMERCIAL-REN	TKN1619769560373	12/04/2026	12/03/2027	370.00
PW YARD / PAC #1	2512G2019068	1935 Manhattan Beach Blvd Redondo Beach California 90278	CPCLD-COMMERCIAL-REN	TKN1619769560377	12/04/2026	12/03/2027	370.00
PW YARD / PAC #2	210941009940	1935 Manhattan Beach Blvd Redondo Beach California 90278	CPCLD-COMMERCIAL-REN	TKN1619769560372	12/04/2026	12/03/2027	370.00
PW YARD / PAC #2	210941009940	1935 Manhattan Beach Blvd Redondo Beach California 90278	CPCLD-COMMERCIAL-REN	TKN1619769560371	12/04/2026	12/03/2027	370.00
PW YARD / PAC FC DC	210515001889	1935 Manhattan Beach Blvd Redondo Beach California 90278	CPCLD-ENTERPRISE-DC-REN	TKN1619769560370	12/04/2026	12/03/2027	1,200.00
PW YARD / PD #1	211241012551	401 Diamond St Redondo Beach California 90277	CPCLD-COMMERCIAL-REN	TKN1619769560385	12/04/2026	12/03/2027	370.00
PW YARD / PD #1	211241012551	401 Diamond St Redondo Beach California 90277	CPCLD-COMMERCIAL-REN	TKN1619769560384	12/04/2026	12/03/2027	370.00
PW YARD / PD #2	2535G2065417	401 Diamond St Redondo Beach California 90277	CPCLD-COMMERCIAL-REN	TKN1619769560382	12/04/2026	12/03/2027	370.00
PW YARD / PD #2	2535G2065417	401 Diamond St Redondo Beach California 90277	CPCLD-COMMERCIAL-REN	TKN1619769560383	12/04/2026	12/03/2027	370.00
PW YARD / PW YARD 1	231241055606	531 N Gertruda Ave Redondo Beach California 90277	CPCLD-FLEETENT-REN	TKN1698354754064	01/24/2027	12/03/2027	410.00

© 2026 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

PW YARD / PW YARD 2	230741027841	531 N Gertruda Ave Redondo Beach California 90277	CPCLD-FLEETENT-REN	TKN1698354754063	01/24/2027	12/03/2027	410.00
PW YARD / RIVIERA VLLAGE	240341003028	266 Avenida Del Norte Redondo Beach California 90277	CPCLD-COMMERCIAL-REN	TKN1619769560376	12/04/2026	12/03/2027	370.00
PW YARD / RIVIERA VLLAGE	240341003028	266 Avenida Del Norte Redondo Beach California 90277	CPCLD-COMMERCIAL-REN	TKN1619769560375	12/04/2026	12/03/2027	370.00

Assure Maintenance Renewals

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
PW YARD / CITY HALL	210741007944	415 Diamond St Redondo Beach California 90277	CT4000-ASSURE-REN	XSJ1619769560349	12/04/2026	12/03/2027	630.00
PW YARD / MAIN LIBRARY	211241012546	303 N Pacific Coast Hwy Redondo Beach California 90277	CT4000-ASSURE-REN	XSJ1619769560348	01/20/2027	12/03/2027	550.00
PW YARD / NB LIBRARY	211941020040	2000 Artesia Blvd Redondo Beach California 90278	CT4000-ASSURE-REN	XSJ1619769560345	12/04/2026	12/03/2027	630.00
PW YARD / PAC #1	2512G2019068	1935 Manhattan Beach Blvd Redondo Beach California 90278	CT4000-ASSURE-REN	XSJ1619769560347	12/04/2026	12/03/2027	630.00
PW YARD / PAC #2	210941009940	1935 Manhattan Beach Blvd Redondo Beach California 90278	CT4000-ASSURE-REN	XSJ1619769560344	12/04/2026	12/03/2027	630.00
PW YARD / PAC FC DC	210515001889	1935 Manhattan Beach Blvd Redondo Beach California 90278	CPE250-ASSURE-REN	XSJ1619769560343	12/04/2026	12/03/2027	2,530.00
PW YARD / PD #1	211241012551	401 Diamond St Redondo Beach California 90277	CT4000-ASSURE-REN	XSJ1619769560350	12/04/2026	12/03/2027	630.00
PW YARD / PD #2	2535G2065417	401 Diamond St Redondo Beach California 90277	CT4000-ASSURE-REN	XSJ1619769560351	12/04/2026	12/03/2027	630.00
PW YARD / PW YARD 1	231241055606	531 N Gertruda Ave Redondo Beach California 90277	CPF-ASSURE-REN	Renew	08/10/2026	12/03/2027	210.00
PW YARD / PW YARD 2	230741027841	531 N Gertruda Ave Redondo Beach California 90277	CPF-ASSURE-REN	Renew	08/10/2026	12/03/2027	210.00
PW YARD / RIVIERA VLLAGE	240341003028	266 Avenida Del Norte Redondo Beach California 90277	CT4000-ASSURE-REN	XSJ1619769560346	12/04/2026	12/03/2027	630.00

© 2026 ChargePoint, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2026

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
Gallagher Brokerage & Insurance Solutions, Inc.
50 California St Floor 12
San Francisco CA 94111

License#: 0329598

CONTACT NAME: WS Certificates
PHONE (A/C, No, Ext): 415-391-2141 **FAX (A/C, No):**
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Beazley Excess and Surplus Insurance, Inc.	17520
INSURER C : Endurance Risk Solutions Assurance Co.	43630
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
COULTEC-01
ChargePoint Holdings, Inc.
Chargepoint, Inc.
254 E. Hacienda Avenue
Campbell, CA 95008

COVERAGES **CERTIFICATE NUMBER:** 925103931 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		36085989	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		73641612	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A C	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			56721371 XSC30058809301	5/1/2026 5/1/2026	5/1/2027 5/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71844212	5/1/2026	5/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Technology E&O / Cyber (Professional Liability)			D252B9260801	5/1/2026	5/1/2027	Per Claim/ Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as additional insured as respects General Liability and Auto Liability are included as Additional Insured as respects General liability, Automobile Liability, on a Primary and Non-contributory basis to the extent provided in the attached forms.
Notice of Cancellation applies with respects General Liability, Auto Liability and Workers Compensation to the extent provided in the attached forms.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond St.
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gallagher Brokerage & Insurance Solutions, Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION
Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
The Named Insured shown in the Declarations is amended to include:
1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
(a) That is an “insured” under any other automobile policy;
(b) That has exhausted its Limit of Insurance under any other policy; or
(c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization.

B. Employees as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
d. Any “employee” of yours while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
e. The lessor of a covered “auto” while the “auto” is leased to you under a written agreement if:
(1) The agreement requires you to provide direct primary insurance for the lessor; and
(2) The “auto” is leased without a driver.
Such leased “auto” will be considered a covered “auto” you own and not a covered “auto” you hire.
However, the lessor is an “insured” only for “bodily injury” or “property damage” resulting from the acts or omissions by:
1. You;
2. Any of your “employees” or agents; or
3. Any person, except the lessor or any “employee” or agent of the lessor, operating an “auto” with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract
Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
f. Any person or organization with respect to the operation, maintenance or use of a covered “auto”, provided that you and such person or organization have agreed under an express provision in a written “insured contract”, written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an “insured”.
However, such person or organization is an “insured” only:

"Includes copyrighted material of Insurance Services Office, Inc. with its permission"

(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. RENTAL AGENCY EXPENSE
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

"Includes copyrighted material of Insurance Services Office, Inc. with its permission"

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:
1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION
Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, 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. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES
Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:
e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY
Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE
Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

"Includes copyrighted material of Insurance Services Office, Inc. with its permission"

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM) SCHEDULED PERSON(S) OR ORGANIZATION(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Under Common Policy Conditions the following condition is added:

NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

Impose any liability or obligation of any kind upon us; or
Invalidate such cancellation.

SCHEDULE

Name of Person(s) or Organization(s):
IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 30 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CHARGEPOINT HOLDINGS, INC.
Endorsement Effective Date: 05/01/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s): PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

CHUBB®

Liability Insurance

Endorsement

Policy Period	MAY 1, 2026 TO MAY 1, 2027
Effective Date	MAY 1, 2026
Policy Number	3608-59-89 SFO
Insured	CHARGEPOINT HOLDINGS, INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	MAY 20, 2026

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Liability Insurance

Endorsement

Policy Period	MAY 1, 2026 TO MAY 1, 2027
Effective Date	MAY 1, 2026
Policy Number	3608-59-89 SFO
Insured	CHARGEPOINT HOLDINGS, INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	MAY 20, 2026

This Endorsement applies to the following forms:

GENERAL LIABILITY

Conditions

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

ANY PERSON OR ORGANIZATION WHERE YOU ARE REQUIRED PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT TO WAIVE RIGHTS OF SUBROGATION AGAINST SUCH PERSON OR ORGANIZATION.

All other terms and conditions remain unchanged.

Authorized Representative

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 43 (Ed. 6-11)

NOTICE OF CANCELLATION - SCHEDULED PERSON(S) OR ORGANIZATION(S)

This endorsement effective on 10/02/26

Chubb National Insurance Company
(NAME OF INSURANCE COMPANY)

Policy No. 71844212

Issued to CHARGEPOINT HOLDINGS, INC.

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation – Scheduled Person(s) or Organization(s)

When we cancel this policy we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

Name of Person(s) or Organization(s):
IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 30 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

CHUBB®

Policy Conditions

Endorsement

Policy Period	MAY 1, 2026 TO MAY 1, 2027
Effective Date	OCTOBER 2, 2026
Policy Number	36085989
Insured	CHARGEPOINT HOLDINGS, INC.
Name of Company	FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

SCHEDULE

Name of Person(s) or Organization(s):
IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 30 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

THIRD AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CHARGEPOINT, INC.

THIS THIRD AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CHARGEPOINT, INC. ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("Subscriber") and ChargePoint, Inc., a Delaware corporation ("CPI").

WHEREAS, on May 2, 2017, the parties entered into the Master Services and Subscription Agreement between the Subscriber and CPI (the "Agreement");

WHEREAS, on August 14, 2018, the parties entered into the First Amendment to the Agreement (the "First Amendment") to extend the term of the Agreement and increase the amount paid to CPI by $1,014.00;

WHEREAS, on April 13, 2021, the parties entered into the Second Amendment to the Agreement (the "Second Amendment") to extend the term of the Agreement to August, 29, 2026, and increase the amount paid to CPI by $25,881;

WHEREAS, Section 1.2 of the Agreement references the incorporation of certain Exhibits, including but not limited to "Exhibit 4: Price Quotation," which sets forth the pricing terms applicable to the ChargePoint Services; and

WHEREAS, the parties desire to add charging stations to City designated locations as described in the CPI quote attached hereto as Exhibit A-3 and increase the amount .

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 Amended Agreement:

1. **SECTION 1.2 - EXHIBITS AND PRIVACY POLICY.** Section 1.2 of the Agreement shall be amended to add that CPI shall perform all services described in the Price Quotation as provided in Exhibit A-3. The Price Quotations of the Agreement and any amendments thereto, shall remain in full force and effect, and the parties acknowledge that it will continue to govern the existing pricing terms. In addition to the existing pricing terms, the parties agree to add the attached Price Quotation document ("Additional Price Quotation") as Exhibit “A-3”, which is incorporated into and made a part of this Agreement.

2. **SECTION 9 - TERM AND TERMINATION.** The term of the Agreement shall be extended to August 29, 2026.

3**. SECTION 2.2 - SUBSCRIPTION FEES.** Section 2.2 of the Agreement shall be amended to add that the Subscriber shall also pay all fees described in Exhibit A-2 in the amount of $ 9,331.02.

4. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third 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, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 17th day of October, 2023.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

William C. Brand, Mayor

CHARGEPOINT, INC.,
a Delaware corporation

DocuSigned by:
Henrik Gerdes
0273ECE89F57429...

By: Henrik Gerdes
Name:
Title: Chief Accounting Officer

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT “A-3”

CHARGEPOINT QUOTATION

See attached.

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Tony Chang
E-Mail: tony.chang@chargepoint.com
Telephone:

Quote Number: Q-278684-1
Date: 3/9/2023

Primary Contact: Andrea Delap

Bill To Address

Andrea Delap
City of Redondo Beach
415 Diamond Street,
Redondo Beach California 90277
United States
andrea.delap@redondo.org
310-318-0686

Ship To Address

Andrea Delap
City of Redondo Beach
545 N Gertruda (City Yard)
Redondo Beach California 90277
United States
andrea.delap@redondo.org
1-310-318-0686 Ext 4151

Product Name	Product Description	Qty	Total Price
CPF50-L18-PEDMNT-CMK6-Dual	Dual Port, Pedestal Mount, 50A, Type 1, Cable 18', Single Phase Charger with Cable Management Kit. Unit ships in 5 separate boxes. See invoice or packing slip for details.	1	USD 5,930.00
CPGW1-LTE	The ChargePoint Gateway provides connectivity for CPF25 and CPF50 to ChargePoint's Cloud via a cell to Wi-Fi modem. One gateway can provide connectivity up-to 9 CPF25/CPF50 ports that are within 150 feet line of sight of the gateway. A gateway must be ordered for a new site, or if the site exceeds more than 9 ports, or if the CPF25/CPF50 is installed more than 150 feet from the existing gateway.	1	USD 0.00
CPCLD-FLEETCOMM-3	CPCLD-FLEETCOMM-3	2	USD 1,740.00
CPF-ACTIVE	Initial Station Activation & Configuration Service for CPF - Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports, and alerts. One time initial service per station.	2	USD 200.00

© 2023 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

CPSUPPORT-SITEVALID	Customer works with their own contractor to perform all construction and station installation services. ChargePoint will then engage an authorized ChargePoint Partner to perform Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. Upon successful Site Validation, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. Priced per site.	1	USD 630.00

© 2023 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

Product Name	Product Description	Qty	Total Price
CT1000-CPCMF-CPFL00K	The ChargePoint RFID Fleet Card Kit includes 10 RFID Fleet Cards for charging fleet vehicles. Fleet managers log into the admin portal to set up the fleet cards and associate each card with a fleet vehicle. The Card Kit enables managers to track and manage all fleet vehicle charging within the admin portal. The RFID Fleet Cards can be used at stations owned by the organization or public ChargePoint stations.	1	USD 70.00

Quote Total:	USD 8,570.00
Discount:	USD 0.00
Estimated Tax:	USD 570.02
Shipping Fee:	USD 191.00
Grand Total:	USD 9,331.02

Quote Acceptance

+ Invoices are Net 30 from invoice receipt.

+ Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
+ All prices are FCA ChargePoint warehouse(s).
+ Customer to be invoiced at time of shipment.
+ Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
+ Credit Checks are required for new customers.
+ Pricing does not include installation or mounting services unless specifically quoted above.
+ Additional Purchase Terms and Conditions can be found at http://www.chargepoint.com/termsandconditions
+ Additional terms and conditions for ChargePoint Assure can be found at http://www.chargepoint.com/legal/assure
+ Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

Company Name: City of Redondo Beach

Accounts Payable Contact Name:

Accounts Payable Contact E-Mail:

Requested Ship Date:

© 2023 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

SECOND AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CHARGEPOINT, INC.

THIS SECOND AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CHARGEPOINT, INC. ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("Subscriber") and ChargePoint, Inc., a Delaware corporation ("CPI").

WHEREAS, on May 2, 2017, the parties entered into the Master Services and Subscription Agreement between the Subscriber and CPI (the "Agreement");

WHEREAS, on August 14, 2018, the parties entered into the First Amendment to the Master Services and Subscription Agreement between the Subscriber and CPI (the "First Amendment") to extend the term of the Agreement and increase the amount of payment for to CPI;

WHEREAS, the Agreement is set to expire on August 29, 2021;

WHEREAS, the parties desire to add charging stations to City designated locations as described in the CPI quote attached hereto as Exhibit A-2; and

WHEREAS, the parties desire to extend the term of the Agreement and add renew the CPI subscription plan as described in the CPI quote attached hereto as Exhibit A-1.

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 Amended Agreement:

1. SECTION 1 - SCOPE OF SERVICES. The Agreement shall be amended to provide that CPI shall perform all services described in the CPI quotes as provided in Exhibits A-1 and A-2 to which the cloud subscription services will be governed by the Agreement.,

2. SECTION 9 - TERM AND TERMINATION. The term of the Agreement shall be extended to August 29, 2026.

3. SUBSCRIPTION FEES AND PAYMENT TERMS. Subscriber shall pay all fees described in Attachment A-1 in the amount of $25,881

4. NO OTHER AMENDMENTS. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second 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, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 13th day of April, 2021.

CITY OF REDONDO BEACH
a chartered municipal corporation

William C. Brand, Mayor

ChargePoint, Inc.,
a Delaware corporation

By:
Name: Rex S. Jackson
Title: Chief Financial Officer

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT A-1

CHARGEPOINT, INC. RENEWAL QUOTE

See attached.

Quote Options

ChargePoint ORG ID:
NA004261
City of Redondo Beach

chargepoint

254 E. Hacienda Avenue
Campbell, CA 95008
All Prices in U.S Dollars

Today's Date: 4/7/2021
Quote Expires: 30 Days from Today
Quote: Q-132194

Jesse Reyes
Jesse.Reyes@redondo.org

Joe Ojeda
joe.ojeda@chargepoint.com

ChargePoint Cloud Services

- 24/7/365 Driver support
- Station Owner Support 5am – 6pm Mon – Fri
- Payment processing & pricing
- Visibility on ChargePoint map
- Station configuration & reporting

Option 1

Select one Option: [X]

Extend Exp Date to: 8/29/2026

Total Ports 1

Total Price $879.00

Assure - ChargePoint's Maintenance & Management Program

- 100% of all labor including vandalism & accident
- 100% parts for manufacturer defects
- 98% guaranteed uptime
- 1 business day repair dispatch
- Proactive station monitoring

Option 1

Select one Option: [X]

1 Stations Assure $418.00

Total: $ 1,297.00

Terms and Conditions

1. The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
2. All invoices are: Net 45 days or prepaid.
3. Prices do not include tax where applicable.
4. Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
5. Customer to be invoiced at time of shipment

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Quote Signatory

Name: _____
Title: _____
Signature: _____
Company: _____
Date: _____

Bill To

Company Name: _____
Address: _____
City, State, Zip: _____

Accounts Payable

Name: _____
Email: _____
Phone: _____

EXHIBIT A-2

CHARGEPOINT, INC. NEW SERVICES QUOTE

See attached.

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Tony Chang
E-Mail: tony.chang@chargepoint.com
Telephone:

Primary Contact: Jesse Reyes

Quote Number: Q-132598-1
Date: 4/8/2021
Expires On: 5/8/2021

Bill To Address

City of Redondo Beach
531 North Gertruda Ave
Redondo Beach California 90277
United States

Ship To Address

City of Redondo Beach
531 North Gertruda Ave
Redondo Beach California 90277
United States

Product Name	Product Description	Qty	Unit Price	Total Price
CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	15	USD 1,319	USD 19,785
CPCLD-ENTERPRISE-DC-5	5yr Prepaid, DC, Enterprise Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Time of Use-varying Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware), Meter Data and Advanced Analytics, Building/Energy Management System API, Plug-n-charge (*), Real-Time DC Dynamic Power Management (*), Occupancy Detection (*), Predictive Maintenance and Diagnostics (*). (*) on supported DC stations.	1	USD 4,799	USD 4,799

Quote Total:	USD 24,584.00
Shipping and Handling:	USD 0.00
Grand Total:	USD 24,584.00

© 2021 ChargePoint, Inc.
254 East Hacienda Avenue, Campbell, CA 95008 USA

Quote Acceptance

- All prices are FCA ChargePoint warehouse(s).
- Customer to be invoiced at time of shipment.
- Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- All invoices are Net 45 days.
- Credit Checks are required for new customers.
- Pricing does not include installation or mounting services unless specifically quoted above.
- The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature : **Title :**

Name (Print) : **Date :**

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

© 2021 ChargePoint, Inc.
254 East Hacienda Avenue, Campbell, CA 95008 USA

FIRST AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CHARGEPOINT, INC.

THIS FIRST AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and ChargePoint, Inc., a Delaware Corporation ("Contractor").

WHEREAS, on May 2, 2017, the parties originally entered into the Master Services and Subscription Agreement between the City and Contractor (the "Agreement");

WHEREAS, the parties wish to further amend the Agreement ("Amended Agreement").

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 Amended Agreement:

1. Scope of Services. The Amended Agreement is hereby amended to include the services as described in the attached quote attached hereto and incorporated herein as Exhibit A, including but not limited to, the provision of ChargePoint Network Software Services, ChargePoint Assure Maintenance & Management Program and ChargePoint One-Time Site Validation.

2. Schedule for Completion. The Amended Agreement is hereby amended to extend the term to August 28, 2021.

3. Compensation. The Amended Agreement is hereby amended to increase compensation to $1014.00 for the services provided in Exhibit A.

4. No Other Amendments. Except as expressly stated herein, the Amended 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.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 14th day of August, 2018.

CITY OF REDONDO BEACH

William C. Brand, Mayor

CHARGEPOINT, INC.

By:
Name: Jonathan Kaplan
Title: General Counsel

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

Quote Options

ChargePoint ORG ID: NA004261

City of Redondo Beach
531 North Gertruda Ave,
Redondo Beach, California 90277

Mike Klein
(31) 031-8686
Michael.Klein@redondo.org

chargepoint

254 E. Hacienda Avenue
Campbell, CA 95008

Today's Date: 7/24/2018
Quote Expires: 8/28/2018
Quote: 2018-A0270

Alex Smith
669-237-3320
alex.smith@chargepoint.com

ChargePoint Network Software Services

- 24/7/365 Driver support
- Station Owner Support 5am – 6pm Mon – Fri
- Payment processing & pricing
- Visibility on ChargePoint map
- Station configuration & reporting

	Option 1	Option 2	Option 3
Select one Option:	☐	☐	☒
Extend Exp Date to:	8/28/2019	8/28/2020	8/28/2021 *
Total Ports	1	1	1
Total Price	$200.00	$336.46	$504.00

ChargePoint Assure - Maintenance & Management Program

- 100% of all labor including vandalism & accident
- 100% parts for manufacturer defects
- 98% guaranteed uptime
- 1 business day repair dispatch
- Proactive station monitoring

		Option 1	Option 2	Option 3
Select one Option:		☐	☐	☒
1	Stations	One Year Assure $170.00	Two Year Assure $350.00	Three Year Assure * $510.00

ChargePoint One-Time Site Validation

1	Site Validations *	$599.00	$599.00	$0.00

* Initial Site Validation fees waived if 3 years Network Subscription & 3 years Assure are purchased together - Re-validation fees still apply.

☐ I decline ChargePoint Assure

Total: $1,014

Terms and Conditions

1. The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
2. All pricing confidential between Customer and ChargePoint.
3. All invoices are: Net 30 days or prepaid.
4. Prices do not include tax where applicable.
5. Successful Site Validation is required to enable ChargePoint Assure. If station/site does not pass Site Validation the customer is responsible for the cost of station or site
6. Cost of site revalidation is $599.00
7. Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
8. Customer to be invoiced at time of shipment
9. Additional purchase terms and conditions can be found at http://www.chargepoint.com/termsandconditions

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Quote Signatory

Name: _____
Title: _____
Signature: _____
Company: _____
Date: _____

Bill To

Company Name: City of Redondo Beach
Address: 531 N Gertruda Ave
City, State, Zip: Redondo Beach, CA, 90277

Accounts Payable

Name: Jesse Reyes
Email: jesse.reyes@redondo.org
Phone: 310-379-2477

EXHIBIT A

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE CITY OF REDONDO BEACH ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI").

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

(a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;

(b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;

(c) Subscriber's use of the APIs as part of the ChargePoint Services;

(d) Each grant of Rights by Subscriber; and

(e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1:	Flex Billing Terms
Exhibit 2:	API Terms
Exhibit 3:	Terms Regarding Granting and Receipt of Rights
Exhibit 4:	Price Quotation
Exhibit 5:	Fleet Plan Features

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 ***"APIs"*** means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.2 ***"ChargePoint Connections"*** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.3 ***"ChargePoint®"*** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.4 ***"ChargePoint Services"*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.

2.5 ***"ChargePoint Application"*** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.6 ***"Charging Station"*** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.7 ***"Content"*** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.8 ***"CPI Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.9 ***"CPI Property"*** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.10 ***"Documentation"*** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.11 ***"Effective Date"*** means the date this Agreement is executed by both parties.

2.12 ***"Intellectual Property Rights"*** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.13 ***"Malicious Code"*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.14 ***"Party"*** means each of CPI and Subscriber.

2.15 ***"PII"*** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.16 ***"Provisioning"*** means activating Charging Stations, warrantees and Service Plans on ChargePoint

2.17 ***"Rights"*** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have

CITY ATTORNEY'S OFFICE
192

granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.18 ***"Service Plan(s)"*** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.19 **"Subscriber"** means City of Redondo Beach.

2.20 ***"Subscriber Content and Services"*** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property. This Content shall only be limited to an animation and instruction video loop/screen that will play. In no event shall ChargePoint display advertising on the charging station.

2.21 ***"Subscriber Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 ***"Subscription Fees"*** means the fees payable by Subscriber for subscribing to any ChargePoint Services as provided in Exhibit 4.

2.23 ***"Taxes"*** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 ***"Token(s)"*** means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 ***"User"*** means any person using a Charging Station.

3. **AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS.** A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan to increase, enhance, and add features, at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. **CPI'S RESPONSIBILITIES AND AGREEMENTS.**

4.1 **OPERATION OF CHARGEPOINT.** CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance

with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy.

4.2 LIMITATIONS ON RESPONSIBLITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

CITY ATTORNEY'S
194

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

CITY ATTORNEY'S
195

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Subscriber and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content , including map features may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Service Plan.

CITY ATTORNEY'S OFFICE

Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES

198

NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed the greater of the (i) aggregate Services Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability or (ii) $25,000.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPONT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS

RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Service Plans. The initial term of this Agreement shall be from the Effective Date and shall continue until that initial subscription expires. Thereafter, to the extent Subscriber amends the Agreement, this Agreement shall continue.

9.2 SERVICE PLAN TERM. Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the

CITY ATTORNEY'S OFFICE
APPROVED AS TO FORM
200

law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) at the sole discretion of the Subscriber with thirty days notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Intentionally deleted.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

CITY ATTORNEY'S OFFICE
201

11.4 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.

11.5 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.

11.6 CLAIMS. Any claim by CPI against Subscriber 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 Subscriber shall be waived if not made within six (6) months after accrual of the cause of action.

11.7 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributers meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim. If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.8 NOTICES. Other than the notices required in Section 11.7, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

202

11.9 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.10 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.11 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.12 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.13 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.14 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.15 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other

CITY ATTORNEY'S
203

materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.16 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.17 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber: City of Redondo Beach

Name: William C. Brand

Title: Mayor
Date: May 2, 2017
Address: 415 Diamond Street, Redondo Beach, CA 90277

ChargePoint, Inc.

Name: Jonathan Kaplan

Title: General Counsel
Date: 4-17-17
Address: 254 E. Hacienda Ave, Campbell, CA 95008

APPROVED AS TO FORM:

ACTING CITY ATTORNEY

ATTEST:

ELEANOR MANZANO, CITY CLERK

EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 ***"CPI Fees"*** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees. However, no price increase shall be effective unless Subscriber gives CPI its written consent.

1.2 ***"Net Session Fees"*** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 ***"Session"*** or ***"Charging Session"*** means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 ***"Session Fees"*** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such

CITY ATTORNEY'S OFFICE
APPROVED AS TO LEGAL DEFINITION

payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars ($50), except in connection with the expiration or termination of this Agreement. However, in no event shall CPI not remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

CITY ATTORNEY'S OFFICE

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 ***"API Implementation"*** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***"API Documentation"*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***"CPI Site Terms"*** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 AVAILABLE APIs AND FUNCTION CALLS. The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Service Plan, and Subscriber's particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 USE AND DISPLAY OF CONTENT. Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business

partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 ***"Rights Grantor"*** means Subscriber.

1.2 ***"Rights Grantee"*** means a any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter by terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

EXHIBIT 4
PRICE QUOTATION

Pricing shall only be for the initial subscription period. Renewals, if any, shall be subject to the then current price. The Price Quotation for the initial subscription period is attached.

CITY ATTORNEY'S OFFICE
211

Quotation

ChargePoint, Inc.

254 East Hacienda Avenue | Campbell, CA | 95008-6617 USA
chargepoint.com
Phone: (408) 841-4500

Quote #: Q-05399-1
Date: 12/21/2016
Expires On: 1/31/2017

Sales Rep: David Nevarez
Phone 4088727505
Email: david.nevarez@chargepoint.com

Contact: Jon Emerson

Bill To
Jon Emerson
City of Redondo Beach
531 N Gertruda Ave
Redondo Beach CA 90277
US
jon.emerson@redondo.org
(310) 318-0686 x 4151

Ship To
Jon Emerson
City of Redondo Beach
531 N Gertruda Ave
Redondo Beach CA 90277
US
jon.emerson@redondo.org
(310) 318-0686 x 4151

Product Name	Product Description	Qty	Unit Price	Total Price
CPF25 L18	The CPF25 is a robust, outdoor-rated, single output, 18 foot cable, 208/240, 32A, L2 charger with a wall mount option and access control. It is ideal for dedicated fleet or multi-family charging requiring access control and utilization tracking. It operates only with a Fleet or Multi-Family Cloud Services Plan	1	$1,500	$1,500

Product Name	Product Description	Qty	Unit Price	Total Price
CPF-ACTIVE	Fleet Application Only - Initial Station Activation & Configuration Service - Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per single or dual station. 3-5 Stations $50 off List, 6-10 Stations $80 off List, 11 or more $110 off List	1	$229	$229

Product Name	Product Description	Qty	Unit Price	Total Price
CPCLD-FLEET-1	1 Year Prepaid Fleet Cloud Services Plan. Includes On-going Station Software OTA updates, 24/7/365 Network Operations & Driver Support, Access Control, Reporting and Analytics, Station Management API use, Usage Analysis API use, Basic Energy Management, Vehicle Management, ChargePoint Fuel Card Service	1	$205	$205

© 2016 ChargePoint, Inc.

Product Name	Product Description	Qty	Unit Price	Total Price
CPGW1	The ChargePoint Gateway (US) provides connectivity for CPF25s to ChargePoint's Cloud via a cell to wifi modem. One gateway can provide connectivity up-to 9 CPF25 ports that are within 150 feet line of sight of the gateway. A gateway must be ordered for a new site, or if the site exceeds more than 9 ports, or if the CPF25 is installed more than 150 feet from the existing gateway	1	$0	$0

Quote Total: $1,934.00

Grand Total: $1,934.00

Note: Sales tax in applicable states (AZ, CA, FL, GA, MA, NY, TX) and shipping fees will be applied to this quote at time of invoicing.

- All pricing is confidential between Customer and ChargePoint.
- All prices are FOB Origin.
- Customer to be invoiced at time of shipment.
- All invoices are Net 30 days. Credit checks are required for new customers
- Pricing does not include installation or mounting services unless specifically quoted above.
- Additional Purchase Terms and Conditions can be found at http://www.chargepoint.com/termsandconditions

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Accepted by:

Signature: Jon Emrisen

Name (Print): Jon Emrisen

Title: Senior Management Analyst

Date: 1/26/2017

Requested Ship Date: March 1, 2017

© 2016 ChargePoint, Inc

EXHIBIT 5
FLEET PLAN FEATURES

See attached.

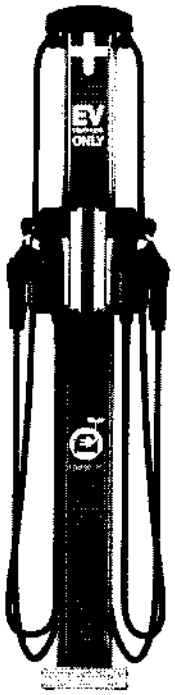
chargepoint+

Fleet Plan

[illegible] charging [illegible]

Fleet Plan is the cloud service plan for the CPF25 charging station.

Station Management	
Access Control	Control which vehicles use your charging stations. Assign RFID cards to fleet vehicles and allow only those vehicles to charge at your stations.
Energy Management	Enroll in utility Demand Response programs that may offer incentives such as discounts on installation, equipment and energy costs.
Real-Time Station Visibility	Get real-time information on station availability.
Reporting and Analytics	Generate automated reports including energy usage, greenhouse gases avoided, station usage, peak occupancy, session duration and more.
Remote Management	Remotely configure, monitor and track all of your charging stations.
Rights Granting	Some electric utilities have programs that offer fleets attractive rebates for EV charging stations or provide incentives for curtailing power during periods of peak electricity demand. To participate in these programs, the utility must be able to view usage data, or notify you when it's time to reduce your power usage. Rights Granting makes enrolling in these programs as simple as checking a box, with automated data transfer and notifications.
Automatic Updates	Receive automatic, over-the-air station software updates.
24/7 Driver Phone Support	Your drivers can get phone support 24 hours a day, every day of the year.
Station Owner Support	Station managers can get help from our dedicated, expert support team that is available during business hours, Monday to Friday 8AM to 9PM EST.
Vehicle Management	
Track Vehicle Usage	Get real-time information on your fleet vehicles whenever they are plugged into a charging station. You can track the location and station where your vehicles are charging, know when they are fully charged and view usage reports both by vehicle and by fleet.
ChargePoint Fleet Card Service	Your fleet vehicles may need to charge on route. The Fleet Card Service gives you a convenient way to pay for charging at public ChargePoint stations that require payment. All charging activities and fees are tracked, and you can pay for charging through a purchase order and invoicing or, optionally, by credit card.



ChargePoint CPF25
Two Stations with Dual Pedestal Mount
and Cord Management Kit

Ordering Information

Description	Order Code
Fleet Plan (1, 2, 3, 4 or 5 years)	CPCLD-FLEET-*n*[1]

[1] Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years)

Required Companion Products

Description	Order Code
CPF25 Level 2 Charging Stations	Please visit chargepoint.com/files/datasheets/ds-cpf25.pdf
ChargePoint Gateway	**Please visit chargepoint.com/files/datasheets/ds-cpgw.pdf**

Recommended Companion Products

Description	Order Code
Station Initial Activation	CPSUPPORT-ACTIVE
ChargePoint Assure	**CPF25-ASSURE-*n*[1]**

[1] Substitute *n* for the duration of additional coverage (1, 2, 3 or 4 years)

Contact Us

To order the Fleet Plan:

- Visit chargepoint.com/sales
- Call +1.408.705.1992
- Email sales@chargepoint.com

chargepoint+

ChargePoint, Inc.
254 E Hacienda Avenue | Campbell, CA | 95008-6617 USA
+1.408.841.4500 or toll free +1.877.370.3802
chargepoint.com

Copyright © 2016 ChargePoint, Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and an EU registered logo mark of ChargePoint, Inc. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners. DS-FleetPlan-CU. May 2016. EN 75-00109C-01 1

Printed on paper made with 100% post-consumer fiber and 100% certified renewable energy and processed chlorine free.

100% Recycled Fiber PCF

Listed by Underwriters Laboratories Inc. c UL us LISTED

THIRD AMENDMENT TO THE AGREEMENT FOR ANIMAL LICENSING SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT FOR ANIMAL LICENSING SERVICES ("Third Amendment") is entered into by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and PETDATA, INC., a Texas for-profit corporation ("Contractor"), effective as of August 18, 2026.

WHEREAS, the parties hereto entered into that certain Agreement for Animal Licensing Services, effective January 19, 2021 ("Agreement");

WHEREAS, on January 13, 2026, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to extend the term of the Agreement for an additional six (6) months, covering Months 61 through 66, under the same pricing and compensation structure then in effect;

WHEREAS, on July 14, 2026 the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term of the Agreement for an additional one (1) month, covering Month 67, under the same pricing and compensation structure then in effect;

WHEREAS, the Agreement currently expires at the close of business on August 18, 2026; and

WHEREAS, the parties hereto desire to extend the term of the Agreement for an additional two (2) months, covering Months 68 and 69, under the same pricing and compensation structure currently in effect.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereto agree to make the following amendments to the Agreement:

1. **COMPENSATION TO CONTRACTOR**
   a. Amendment to Section 6.A (Basic Fees)

      Section 6.A (Basic Fees) of the Agreement, as previously amended, is hereby further amended to provide as follows for Months 68 and 69 of the Agreement:

      For Months 68 and 69 of the Agreement:
      - $4.30 for each one-year license or replacement tag;
      - $6.30 for each two-year license or replacement tag;
      - $8.30 for each three-year license or replacement tag; and
      - $2.50 collection service fee for each late fee, if any, paid by a Licensee.

      All minimum annual and monthly fee provisions, payment terms, fees, cost reimbursements, charges, and related compensation conditions set forth in Section 6 of the Agreement shall continue to apply to this extension; provided, however, that the minimum aggregate annual fee for this two (2) month extension shall be prorated and shall equal One Thousand Dollars ($1,000) to reflect the two (2) month extension. No Start-Up Fee shall apply to this extension.

2. **TERM.** Section 10 (Term) of the Agreement, as previously amended, is hereby further amended to extend the term of the Agreement for an additional two (2) months, such that the Agreement shall expire at the close of business on October 18, 2026, unless sooner terminated in accordance with the Agreement. This extension constitutes Months 68 and 69 of the Agreement.

3. **NO OTHER AMENDMENTS.** Except as expressly amended herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

4. **AUTHORITY AND COUNTERPARTS.** Each party represents and warrants that it has the authority to execute this Third Amendment. This Third Amendment may be executed in counterparts and by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 18th day of August, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

PETDATA, INC.,
a Texas for-profit corporation

Signed by:
Marilee Seay
C198AF5FE3014A9...

By: _____
Name: Marilee Seay
Title: VP, Chief Operations Officer
8/11/2026 | 10:49 AM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2025

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

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

PRODUCER

State Farm®

Mike Baker
2100 Valley View Ln Ste 425
Dallas, TX 75234

CONTACT NAME: Jen Wierzba
PHONE (A/C, No, Ext): 214-780-0900 **FAX (A/C, No):** 214-780-0909
E-MAIL ADDRESS: jen.wierzba.m5je@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

PetData Inc
PO Box 141929
Irving, TX 75014

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	93-AQ-4166-3	11/13/2025	11/13/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	93-J3-W869-5	07/11/2025	07/11/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Pet licensing
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.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond St
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SECOND AMENDMENT TO THE AGREEMENT FOR ANIMAL LICENSING SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR ANIMAL LICENSING SERVICES ("Second Amendment") is entered into by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and PETDATA, INC., a Texas for-profit corporation ("Contractor").

WHEREAS, the parties hereto entered into that certain Agreement for Animal Licensing Services, effective January 19, 2021 ("Agreement");

WHEREAS, on January 13, 2026, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to extend the term of the Agreement for an additional six (6) months, covering Months 61 through 66, under the same pricing and compensation structure then in effect;

WHEREAS, the Agreement currently expires at the close of business on July 17, 2026; and

WHEREAS, the parties hereto desire to extend the term of the Agreement for an additional one (1) month, covering Month 67, under the same pricing and compensation structure currently in effect.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereto agree to make the following amendments to the Agreement:

1. **COMPENSATION TO CONTRACTOR**
   a. Amendment to Section 6.A (Basic Fees)

      Section 6.A (Basic Fees) of the Agreement, as previously amended, is hereby further amended to add subsection 6.A.4, which shall read in its entirety as follows:

      For Month 67 of the Agreement:
      - $4.30 for each one-year license or replacement tag;
      - $6.30 for each two-year license or replacement tag;
      - $8.30 for each three-year license or replacement tag; and
      - $2.50 collection service fee for each late fee, if any, paid by a Licensee.

      All minimum annual and monthly fee provisions, payment terms, fees, cost reimbursements, charges, and related compensation conditions set forth in Section 6 of the Agreement shall continue to apply to this extension; provided, however, that the minimum aggregate annual fee for this one (1) month extension shall be prorated and shall equal Five Hundred Dollars ($500) to reflect the one (1) month extension. No Start-Up Fee shall apply to this extension.

2. **TERM.** Section 10 (Term) of the Agreement, as previously amended, is hereby further amended to extend the term of the Agreement for an additional one (1) month, such that the Agreement shall expire at the close of business on August 18, 2026, unless sooner terminated in accordance with the Agreement. This extension constitutes Month 67 of the Agreement.

3. **NO OTHER AMENDMENTS.** Except as expressly amended herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

4. **AUTHORITY AND COUNTERPARTS.** Each party represents and warrants that it has the authority to execute this Second Amendment. This Second Amendment may be executed in counterparts and by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 14th day of July, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
James Light, Mayor
6BC0853B8F644F1...

James A. Light, Mayor
7/23/2026 | 3:52 PM PDT

PETDATA, INC.,
a Texas for-profit corporation

Signed by:
Marilee Seay
C198AF5FE3014A9...

By:
Name: Marilee Seay
Title: VP, Chief Operations Officer
7/1/2026 | 11:26 AM PDT

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk
7/23/2026 | 4:57 PM PDT

APPROVED:

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager
7/7/2026 | 8:48 AM PDT

APPROVED AS TO FORM:

Signed by:
A5A27AAE40834DE...

Joy A. Ford, City Attorney
7/23/2026 | 3:48 PM PDT

FIRST AMENDMENT TO THE AGREEMENT FOR ANIMAL LICENSING SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR ANIMAL LICENSING SERVICES ("First Amendment") is entered into by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and PETDATA, INC., a Texas for-profit corporation ("Contractor").

WHEREAS, the parties hereto entered into that certain Agreement for Animal Licensing Services, effective January 19, 2021 ("Agreement").

WHEREAS, the Agreement currently expires at the close of business on January 18, 2026.

WHEREAS, the parties hereto desire to extend the term of the Agreement for an additional six (6) months, covering Months 61 through 66, under the same pricing structure currently in effect.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereto agree to make the following amendments to the Agreement:

1. **COMPENSATION TO CONTRACTOR**
   a. Amendment to Section 6.A (Basic Fees)

      Section 6.A (Basic Fees) of the Agreement is hereby amended to add subsection 6.A.4, which shall read in its entirety as follows:

      For Months 61–66 of the Agreement:
      - $4.30 for each one-year license or replacement tag;
      - $6.30 for each two-year license or replacement tag;
      - $8.30 for each three-year license or replacement tag; and
      - $2.50 collection service fee for each late fee, if any, paid by a Licensee.

      All minimum annual and monthly fee provisions, payment terms, fees, cost reimbursements, charges, and related compensation conditions set forth in this Section 6 of the Agreement shall continue to apply to this extension, as described below; provided, however, that the minimum aggregate annual fee for this six (6) month extension shall be prorated and shall equal Three Thousand Dollars ($3,000) to reflect the six (6) month extension. No Start-Up Fee shall apply to this extension.

2. **TERM.** Section 10 (Term) of the Agreement is hereby amended to extend the term of the Agreement for an additional six (6) months, such that the Agreement shall expire at the close of business on July 17, 2026, unless sooner terminated in accordance with the Agreement. This extension constitutes Months 61 through 66 of the Agreement.

3. **NO OTHER AMENDMENTS.** Except as expressly amended herein, the Agreement shall remain unchanged and in full force and effect. The Agreement as amended by this First Amendment and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements 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.

4. **AUTHORITY AND COUNTERPARTS.** Each party represents and warrants that it has the authority to execute this First Amendment. This First Amendment may be executed in counterparts and by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 13th day of January, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8F644F1...
James A. Light, Mayor
1/16/2026 | 11:45 AM PST

PETDATA, INC.,
a Texas for-profit corporation

DocuSigned by:
By: Christopher Richey
12FB494C6A40480...
Name: Christopher Richey
Title: CEO
12/16/2025 | 12:14 PM PST

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...
Eleanor Manzano, City Clerk
1/16/2026 | 1:49 PM PST

APPROVED:

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager
12/26/2025 | 7:59 AM PST

APPROVED AS TO FORM:

Signed by:
A5A27AAE40834DE...
Joy A. Ford, City Attorney
1/15/2026 | 8:47 AM PST

AGREEMENT FOR ANIMAL LICENSING SERVICES

THIS AGREEMENT FOR ANIMAL LICENSING SERVICES ("Agreement") is made and entered into by and between CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter called "CITY," and PETDATA, INC., a Texas for-profit corporation, hereinafter called "CONTRACTOR," as of January 19, 2021 ("the Execution Date").

For good and valuable consideration, CITY and CONTRACTOR agree as follows:

1. SERVICES

For the consideration set forth below, CONTRACTOR agrees to provide to CITY the animal licensing services described under "CONTRACTOR's RESPONSIBILITIES" in Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Services"), upon the terms and conditions of this Agreement. The Services relate to CITY's licensing and registration of pets. CITY agrees to perform "CITY's RESPONSIBILITIES" described in Exhibit A. In the event of any conflict between any of the contents of Exhibit A and any of the provisions of the main body of this Agreement, the provisions of the main body of this Agreement will prevail.

2. OVERSIGHT AND COORDINATION

All Services shall be performed to the reasonable satisfaction of CITY, as reasonably determined by CITY's Administrator or other person whom CITY shall from time to time designate to monitor the performance of the Services by CONTRACTOR. CITY agrees to promptly notify CONTRACTOR of the name and contact information of the person who will monitor the performance of the Services on behalf of CITY, and to promptly notify CONTRACTOR of any changes to CITY'S monitoring designee or the contact information for CITY's monitoring designee.

3. PERFORMANCE OF SERVICES

CONTRACTOR acknowledges that, prior to signing this Agreement, CONTRACTOR has become familiar with the scope of the Services required under this Agreement. Subject to CONTRACTOR's fulfillment of its obligations under this Agreement, the means, methods, timing, and manner of performing the Services shall be within the sole discretion of CONTRACTOR. CONTRACTOR may perform the Services at such location(s) that CONTRACTOR may from time to time determine, and shall not be required to perform any of the Services at a CITY location. CITY acknowledges that CONTRACTOR shall not be obligated to commence the performance of the Services until the Commencement Date, as hereinafter provided. CONTRACTOR shall not be responsible or liable to CITY or any third party for any delays, errors or omissions in the performance of the Services or any losses or damages sustained by CITY or any third party that are caused by (i) CITY or any of CITY's employees or agents, (ii) the inaccuracy, incompleteness, or other insufficiency of any data furnished by or on behalf of CITY to CONTRACTOR under or in connection with this Agreement, or (iii) any other items furnished by or on behalf of CITY to CONTRACTOR under or in connection with this Agreement.

4. CUSTOM SUPPLIES

If CITY requests that CONTRACTOR utilize specific supplies in connection with the performance of the Services, such as, for example, forms, brochures, or rabies books, CITY will provide those supplies to CONTRACTOR without charge.

5. BANK ACCOUNTS

Licensing fees and any other amounts that are collected by CONTRACTOR for the benefit of CITY under this Agreement will be deposited into an account of one of the following types that is from time to time designated by CITY (a "Bank Account"):

A. An account established and maintained by CITY in its name at a bank or other financial institution (a "CITY Account"); or

B. A separate account established and maintained by CONTRACTOR at a bank or other financial institution selected by CONTRACTOR in which will be deposited funds that relate solely to this Agreement (a "Maintained Account").

CITY will initially designate the type of Bank Account to be utilized hereunder in a notice that CITY will deliver to CONTRACTOR during the Transition Phase in accordance with Section 11. CITY may thereafter change the designation of the type of Bank Account to be utilized hereunder from time to time upon notice to CONTRACTOR, and CONTRACTOR will have a reasonable time in order to effect any such requested change. CITY will reimburse CONTRACTOR for all out-of-pocket expenses incurred by CONTRACTOR in connection with any change in the type of Bank Account utilized hereunder. CITY acknowledges and consents that CONTRACTOR may make an initial deposit into a Maintained Account from CONTRACTOR's funds in order to establish the account, which initial deposit will be refunded or otherwise reimbursed to CONTRACTOR. When a Maintained Account is closed, any funds remaining in the account after the payment of all amounts due CITY hereunder will belong to and be disbursed to CONTRACTOR.

6. COMPENSATION TO CONTRACTOR

In consideration of the Services, CONTRACTOR shall be entitled to the following compensation:

A. Basic Fees.

CITY shall pay to CONTRACTOR the following fees for all animal licenses issued during the term of this Agreement, regardless of whether they are issued by CITY, CONTRACTOR, veterinarians, or any other persons:

1) For Months 1-36 of Agreement:
   $4.20 for each one-year license or replacement tag.
   $6.20 for each two-year license or replacement tag.
   $8.20 for each three-year license or replacement tag.

2) For Months 37-60 of Agreement:
   $4.30 for each one-year license or replacement tag.
   $6.30 for each two-year license or replacement tag.
   $8.30 for each three-year license or replacement tag.

3) $2.50 collection service fee for each late fee, if any, paid by a Licensee during the term of this Agreement.

An animal license will be considered "issued" for purposes of this Agreement regardless of the means, method, program, process, or agency used for the issuance or registration of the license, and whether or not a fee or other consideration is charged or received by the CITY for the license. Without limiting the generality of the foregoing, an animal license that is donated or issued free of charge by the CITY or that is issued as part of a bundling of CITY services or programs will be considered "issued" for purposes of this Agreement. Further, any animal license that is processed by CONTRACTOR for CITY during the term of this Agreement will be considered

"issued" for purposes of this Agreement, whether or not the license was or is actually issued or delivered before, during, or after the term of this Agreement.

Notwithstanding the preceding provisions of this Section 6A, the parties agree that CONTRACTOR's minimum aggregate fees under this Section 6A are $6,000.00 per calendar year. In order to assure the payment of such minimum aggregate annual fees to CONTRACTOR, the parties agree that if the aggregate fees payable to CONTRACTOR under this Section 6A for a calendar month would, but for the application of this sentence, be less than $500.00, then the aggregate fees payable to CONTRACTOR under this Section 6A for that calendar month will be $500.00. However, the foregoing minimum monthly amount will not be applicable if the aggregate fees paid to CONTRACTOR under this Section 6A have already equaled or exceeded, or in the opinion of CONTRACTOR are reasonably expected to otherwise equal or exceed, $6,000.00 for that calendar year. If the aggregate annual fees paid to CONTRACTOR under this Section 6A during any calendar year do not equal or exceed $6,000.00, then CITY shall pay an amount equal to the positive difference between (i) the amount previously paid to CONTRACTOR for that calendar year and (ii) $6,000.00, upon demand by CONTRACTOR. The $6,000.00 minimum annual amount shall be prorated for any partial calendar year during the term of this Agreement. No delay or failure on the part of CONTRACTOR in imposing or collecting the aforesaid monthly minimum amount shall affect CONTRACTOR's right to receive the aforesaid minimum aggregate annual fees or to collect the aforesaid minimum aggregate monthly amount either then or in the future. CITY acknowledges that the aforesaid minimum fee amounts apply only to the fees payable to CONTRACTOR under this Section 6A, and do not include, by way of example and not by way of limitation, any Start-Up Fee payable to CONTRACTOR under Section 6B.

The fees paid to CONTRACTOR under this Section 6A are further subject to reasonable adjustment in the event that CITY adds, modifies, or eliminates any fees that are charged to Licensees during the term of this Agreement. CITY and CONTRACTOR agree to negotiate any such reasonable adjustments in good faith.

As used in this Agreement, the term "Licensee" refers to any person who applies for an animal license to be issued by or on behalf of CITY.

B. Start-Up Fee.

CITY shall pay to CONTRACTOR, a $1,000, one-time only, "Start-Up Fee". The Start-Up Fee is due and payable within fifteen business days after the Execution Date. There are no Start-Up Fees for term extensions or any renewals of this Agreement that may hereafter be entered into by the parties.

C. Additional Service Fees or Costs.

The following fees or cost reimbursements will apply to the extent that the corresponding services described below are requested by CITY:

1) Cost of Bank Account. CITY will be responsible for all out-of-pocket costs related to any Bank Account. CITY will reimburse CONTRACTOR on a monthly basis for any out-of-pocket costs for a Bank Account that are paid by CONTRACTOR. CITY may request copies of the bank statements for a Maintained Account at any time and CONTRACTOR will provide available bank statements for that Maintained Account within five business days after a request is received by CONTRACTOR.

2) Postal Box/Mail Forwarding Fee. If CITY requests CONTRACTOR to establish a local post office box for mail collection and forwarding, CITY will pay or reimburse CONTRACTOR for the actual costs of mail box rental, mail forwarding and postage fees.

3) Supply Fee. If CITY requests changes to supplies or notices that it has previously approved, including but not limited to fee or program changes, CITY will be responsible for the actual costs associated with changing, replacing or discontinuing the use of the previously approved supplies.

4) Lock Box Fees. If CITY utilizes a lockbox, the actual fees and costs associated with the lockbox, including the cost to forward mail to CONTRACTOR from a lockbox, shall be borne solely by CITY.

D. Charges to Licensees.

CITY agrees that CONTRACTOR may charge and collect the following fees directly from Licensees, and CONTRACTOR shall be entitled to retain any such fees so collected as part of CONTRACTOR's compensation under this Agreement, except as otherwise provided below:

1) $2.00 for each on-line transaction engaged in by a Licensee.

2) CONTRACTOR may charge a fee to a Licensee of no more than $35.00 (or, if lower, the maximum amount permitted by applicable law from time to time in effect) for each check or other payment from that Licensee that is returned uncollected for any reason. Any such returned item fee related to a Maintained Account that is actually collected shall be deposited into the Maintained Account and shall be for the benefit of CITY so long as bank fees remain responsibility of CITY; otherwise the fee shall be retained by CONTRACTOR.

7. MODIFICATIONS OF SERVICES

If CITY requests Services in addition to those described in this Agreement, and CONTRACTOR agrees to provide those additional Services, then CONTRACTOR shall be entitled to additional compensation for those additional Services as shall be agreed upon by CONTRACTOR and CITY in a written modification to this Agreement that is signed by authorized parties of the CITY and CONTRACTOR. CONTRACTOR shall not be required to perform any such additional Services unless and until the parties have entered into a written amendment to this Agreement. Without limiting the other types of services that may be considered to be outside of the scope of the Services described in this Agreement, the following types of Services would be considered to be outside of the scope of the Services described in this Agreement and, therefore, the subject of additional compensation to CONTRACTOR: customized software projects; requests for new features in CONTRACTOR's software; or requests for CONTRACTOR to implement new procedures or operations. CITY may determine after the Execution Date that certain portions of the Services are no longer necessary, in which event CITY shall notify CONTRACTOR of the portions of the Services that are no longer required, and CONTRACTOR shall be relieved of the responsibility for performing those portions of the Services. However, there shall be no adjustment in CONTRACTOR's compensation hereunder for any portions of the Services that CONTRACTOR is not required to perform.

8. REPORTS

A. Reports from CONTRACTOR. Within 15 business days after the end of each calendar month during the term hereof, CONTRACTOR will submit an animal licensing summary report for the preceding calendar month to CITY in a format that is mutually agreed upon by CITY and CONTRACTOR. Any such report may be transmitted electronically or by any other means.

B. Reports from CITY. Within 10 calendar days after the end of each calendar month during the term hereof, CITY will submit a report to CONTRACTOR of all license fees that CITY has received during the preceding calendar month from Licensees, veterinarians or any other source other than CONTRACTOR. Any such report may be transmitted electronically or by any other means.

9. PAYMENTS

A. CITY Account Used. If and for so long as a CITY Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9B shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR will submit to CITY an invoice with supporting documentation for the compensation due CONTRACTOR under this Agreement for that calendar month. CITY will pay CONTRACTOR the invoiced amount by means of check, ACH payment or other form of payment acceptable to CONTRACTOR within 30 days after the date CONTRACTOR submits the invoice to CITY. Invoices will be submitted electronically to the e-mail address that CITY shall from time to time provide CONTRACTOR for the submission of invoices or in such other manner as CITY may from time to time request in writing to CONTRACTOR and that is acceptable to CONTRACTOR.

B. Maintained Account Used. If and for so long as a Maintained Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9A shall be inapplicable):

Upon opening a Maintained Account, CONTRACTOR shall deposit no more than $100 to fund account. Within 15 business days after the end of each calendar month, CONTRACTOR shall remit to CITY the residual amount, if any, of all license fees collected by CONTRACTOR hereunder during the preceding calendar month after deducting therefrom all fees, costs, expenses, and reimbursements due CONTRACTOR hereunder. If at any time the funds in the Maintained Account are not sufficient to fully pay amounts due to CONTRACTOR hereunder, then CONTRACTOR may recoup any shortfall from any subsequent payments due to CITY under this paragraph until all sums due CONTRACTOR, including initial $100 deposit, have been fully paid.

C. Direct Collections by CITY. If CITY collects any animal license fee or any other amount that is subject to this Agreement directly from a Licensee, veterinarian or other source, other than CONTRACTOR, CITY may either forward the amount collected to CONTRACTOR within fifteen business days for deposit into a Maintained Account, if a Maintained Account is in effect, or retain the amount. In either event, CITY shall report the amount so collected to CONTRACTOR in accordance with Section 8B so that the fee(s) due CONTRACTOR hereunder with respect to the amount collected by CITY may be determined and paid in accordance with this Agreement.

10. TERM

The initial term of this Agreement will commence on the Execution Date and will expire at the close of business on January 18, 2026, unless this Agreement is sooner terminated in accordance with other provisions of this Agreement.

11. TRANSITION PHASE

The period beginning on the Execution Date and expiring at the close of business on the 60th day thereafter is referred to as the "Transition Phase." CONTRACTOR shall begin processing licenses within a reasonable time following the Transition Phase subject to CITY's timely fulfillment of its obligations under this Section 11. CONTRACTOR, in its discretion, may begin processing licenses prior to the expiration of the Transition Phase. CITY acknowledges that any delay in the performance of its obligations under this Section 11 may result in a delay in the commencement of the Services. The date on which CONTRACTOR commences the processing of licenses hereunder is referred to in this Agreement as the "Commencement Date." CONTRACTOR shall notify CITY of the Commencement Date within a reasonable period before or after the Commencement Date.

During the Transition Phase:

A. License Data.

CITY shall provide historical license data files consisting of licenses older than 90 days within fifteen days after the Execution Date. The said historical data shall be made available to CONTRACTOR in an electronic format that is readily importable by CONTRACTOR.

B. Deliverables.

Within fifteen days after request from CONTRACTOR, CITY shall provide to CONTRACTOR agreed upon supplies, data, feedback, process information, the initial designation regarding the type of Bank Account under Section 5, and required approvals for items such as form designs (collectively, "Deliverables"). Deliverables may be requested throughout the Transition Phase.

C. Tags.

CITY shall purchase, at CITY's expense, and cause to be delivered to CONTRACTOR license tags that meet CONTRACTOR's specifications, which have been provided to CITY.

12. PERMITS AND REQUIREMENTS

A. Permits.

CONTRACTOR shall obtain the necessary permits(s), if any, required by CITY or its governing ordinances for the performance of the Services. CITY agrees to provide CONTRACTOR with a list of any and all such permits and to cooperate and assist CONTRACTOR in good faith to aid CONTRACTOR in obtaining any such permits in a timely fashion.

B. Legal Requirements.

CONTRACTOR shall, in performing the Services under this Agreement, comply with all federal, state, county, or CITY statutes, laws, codes and ordinances, as amended, that are directly applicable to CONTRACTOR's performance of the Services. CITY should notify CONTRACTOR of changes to laws, codes or ordinances affecting CONTRACTOR's performance of Services under this Agreement of which CITY obtains actual knowledge during the term of this Agreement. In no event shall the CITY be liable in the event the changes are not communicated to the CONTRACTOR and any lack of communication shall not be deemed cause to terminate this Agreement.

13. COVENANTS REGARDING DATA

CONTRACTOR agrees that it will not, without CITY's consent, use personal data collected on behalf of CITY other than for the performance of the Services or other uses permitted by this Agreement or under applicable law. Further, CONTRACTOR agrees that it will not sell, or intentionally transfer or release, to any third party personal data that CONTRACTOR has collected in performing the Services, except as may otherwise be required by this Agreement or applicable law including without limitation the State Public Records Act, and that it will take commercially reasonable measures to prevent the unauthorized release of any such third party personal data.

Upon the termination of this Agreement, CONTRACTOR agrees to return or transfer to CITY, in a mutually acceptable format, all animal licensing data maintained by CONTRACTOR under this Agreement within 15 business days after CONTRACTOR has received all sums due CONTRACTOR under this Agreement.

14. INDEMNITY

Subject to the limitations on CONTRACTOR's liability set forth elsewhere in this Agreement, CONTRACTOR agrees to indemnify and hold harmless CITY and its officers and employees from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of CONTRACTOR's negligence, gross negligence or willful misconduct in the performance of the Services under this Agreement. In the event of joint and concurring responsibility of CONTRACTOR and CITY, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, in or to any other person or entity.

15. INSURANCE REQUIREMENTS

CONTRACTOR shall procure, pay for, and maintain during the term of this Agreement:

A. Commercial Liability Insurance with a minimum combined single limit coverage of $1,000,000 per occurrence, and a $2,000,000 General Aggregate Limit for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof.

B. Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction or employees engaged in the performance of the work or services of not less than $1,000,000 per accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

CONTRACTOR shall furnish evidence of such coverage to CITY and will provide 30 days' written notice of policy lapse or cancellation, or of a material change in policy terms.

CONTRACTOR does not own any vehicles. However, CONTRACTOR does have coverage for non-owned vehicles under its commercial liability policy. Therefore, CONTRACTOR does not carry and shall not be obligated to carry separate automobile liability coverage.

16. TERMINATION

A. Expiration.

If the term of this Agreement expires and is not extended in accordance with other provisions of this Agreement, then CONTRACTOR shall be paid all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

B. For Cause.

If CONTRACTOR materially breaches this Agreement and fails to cure the breach within 30 days after CITY notifies CONTRACTOR of the breach and specifies the details of the breach, CITY may terminate this Agreement upon notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

C. Without Cause.

CITY may terminate this Agreement without cause, on no less than thirty (30) days prior written notice to CONTRACTOR, provided that such termination shall not relieve CITY of payment obligations incurred prior to the date of such termination.

D. Termination of Licensing Program.

CITY may terminate this Agreement upon not less than 90 days prior notice to CONTRACTOR if CITY determines to terminate its animal licensing program. Upon such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination.

17. UNFORESEEN CIRCUMSTANCES

CONTRACTOR shall not be responsible for any delay or omission in the performance of any of CONTRACTOR's obligations under this Agreement to the extent caused by natural disaster, power outages, war, civil disturbance, labor strikes or other cause beyond CONTRACTOR's reasonable control. To the extent CONTRACTOR is able to do so, CONTRACTOR shall provide written notice to CITY of any event described in this Section within ten (10) business days after the occurrence of such event.

18. RECORDS/AUDIT

CONTRACTOR shall maintain in electronic form or on a database material books, records, and documents directly related to the performance of the Services (collectively, "Records") during the term of this Agreement and for a period of five years thereafter. CONTRACTOR shall further maintain any Records that were either received or originally generated by CONTRACTOR in paper or electronic form for a period of five years after the date(s) that the respective Records were originally received or generated or until the termination, by expiration or otherwise, of this Agreement, whichever occurs first. Any paper Records in existence at the expiration of any such five-year period or at the termination of this Agreement shall either be shipped to CITY or destroyed, at CITY's option and at CITY's expense in either case. During the term of this Agreement and for a period of five years thereafter, CITY shall have the right to inspect and audit, at CITY's expense, and upon reasonable advance notice to CONTRACTOR, the Records that CONTRACTOR is obligated to maintain hereunder as of the time of any such inspection or audit. Notwithstanding the foregoing, any Records maintained by CONTRACTOR during the term of this Agreement that relate to any litigation, appeal, or related settlement arising under or in relation to this Agreement shall be preserved until a final disposition has been made of such litigation. However, CONTRACTOR shall not have any liability for disposing of paper Records in accordance with this Agreement prior to the time that CONTRACTOR obtained actual knowledge of the existence of the litigation.

19. NOTICES

Any notice, statement, or demand required or permitted to be given hereunder by either party to the other shall be in writing and shall be given personally or by courier, by overnight delivery service, by certified mail, return receipt requested, postage prepaid, or by confirmed (either machine or personal) facsimile transmission, addressed to the recipient as follows:

Notices to CITY shall be addressed as follows:

Finance Director
City of Redondo Beach
415 Diamond St, Door 1
Redondo Beach, CA 90277

Fax: 310-937-6666

Notices to CONTRACTOR shall be addressed as follows:

Chris Richey, President
PetData, Inc.

P.O. Box 141929 (if mailed)
Irving, Texas 75014-1929

8585 N Stemmons Fwy, Suite 1100N (if delivered)
Dallas, Texas 75247

214-821-3106 (facsimile)

Any such notice shall be effective (a) if delivered personally or by courier, when received, (b) if sent by overnight courier, when received, (c) if mailed, on the second business day after being mailed as described above, and (d) if sent by confirmed (either personal or machine) written telecommunication, when dispatched. Any party may change any of its contact information for notices upon not less than ten (10) days' prior notice to the other party in accordance with this Section. The provisions of this Section shall not govern the means of submission of invoices by CONTRACTOR to CITY under this Agreement.

20. CONTRACTOR'S SYSTEM

CITY acknowledges that CONTRACTOR has developed and coordinated proprietary means and methods of performing the Services and related know-how, skills, and property (collectively, the "System"). The System includes, among other items, an interactive website, databases, software, and related items. The System is special and unique to CONTRACTOR and has been developed by CONTRACTOR at great cost and expense to CONTRACTOR. CITY acknowledges that CITY is not acquiring any rights in or to the System, and that the System is and will remain the sole and exclusive property of CONTRACTOR. CITY further acknowledges and agrees that any information that CITY obtains related to the use, formulation or operation of the System that is not generally known is CONFIDENTIAL, may only be used by CITY for the limited purposes described in this Agreement, and may not be disclosed to any third parties except as may be required under applicable law, or with CONTRACTOR's prior, express written consent in CONTRACTOR's sole discretion. Upon the termination of this Agreement, any information and materials, in whatever media or format, related to the System that CITY has in its possession will be returned to CONTRACTOR or destroyed at CONTRACTOR's option. CITY agrees that it will not attempt to discover, duplicate, or replicate the System in any manner.

21. MISCELLANEOUS

A. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state in which CITY is located.

B. Relationship of Parties.

The relationship of CITY and CONTRACTOR is that of independent contractors. Nothing in this Agreement is intended to create a partnership or joint venture between the parties, to establish a fiduciary relationship between the parties, or to render either party liable or responsible for any debts, liabilities or other obligations of the other party.

C. Entire Agreement.

This Agreement, including any exhibits hereto, embodies the complete agreement of the parties hereto, and supersedes all oral or written previous or contemporary agreements or understandings between the parties relating to any of the matters herein. This Agreement may not be amended or otherwise modified except in a writing executed by both parties. The expiration or other termination of this Agreement shall not extinguish any right or remedy existing at the time of termination.

D. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Assignment; Binding Effect.

Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, where permitted, assigns.

F. General.

All references in this Agreement to sections and other subdivisions refer to corresponding sections and other subdivisions of this Agreement unless the context indicates otherwise. Titles appearing at the beginning of any such sections or subdivisions are for convenience only and shall not constitute part of such sections or subdivisions and shall be disregarded in construing the language contained in such sections or subdivisions. These words “this Agreement”, “this instrument”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Words in any gender (including the neutral gender) shall include any other gender, unless the context otherwise requires. Examples shall not be construed to limit, expressly or by implication, the matter they illustrate. The word “includes” and its derivatives shall mean “includes, but is not limited to” and corresponding derivative expressions. The term “or” includes “and/or.” All exhibits attached to this Agreement are incorporated herein by reference. No consideration shall be given to the fact or presumption that one party had a greater or lesser hand in drafting this Agreement. All references herein to “$”, “dollars”, or other sums of money shall refer to U.S. Dollars. References in this Agreement to “business days” shall refer to days other than Saturdays, Sundays, or other days on which CITY offices are closed. Any references in this Agreement to “days” other than business days shall refer to calendar days. Time is of the essence of this Agreement. No delay or forbearance in asserting any right or enforcing any obligation under this Agreement shall constitute a waiver of such right or obligation.

G. Authorization.

Each of the parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Agreement is fully binding on such party.

H. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary for each party to sign each counterpart, and separate signature pages may be attached to any counterpart in order to make a complete

counterpart. For purposes of the execution of this Agreement or any amendment hereto or modification hereof, a signature transmitted by facsimile, computer file or other electronic means shall be fully binding as an original signature.

[Signature page follows]

EXECUTED by CITY and by CONTRACTOR on the respective dates set forth below to be effective as of the Execution Date.

CITY:

CITY OF REDONDO BEACH

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

By:_____

Printed Name: WILLIAM C. BRAND

Title: MAYOR

Date of Execution: JANUARY 19, 2021

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden,
Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

By:_____

Printed Name: MICHAEL W. WEBB

Title: CITY ATTORNEY

1/22/2021 | 12:34 PM PST

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

By:_____

Printed Name: ELEANOR MANZANO

Title: CITY CLERK

1/24/2021 | 10:41 PM PST

CONTRACTOR:

PETDATA, INC.

DocuSigned by:
Chris Richey
12FB494C6A40480...

By:_____

Chris Richey

Printed Name:_____

CEO

Title: _____

1/12/2021 | 12:38 PM PST

Date of Execution:_____

EXHIBIT A
Description of Services

This exhibit is attached to and a part of the above and foregoing Agreement for Animal Licensing Services (Agreement). Terms used in this exhibit that are not defined in this exhibit but which are defined elsewhere in the Agreement shall have the respective meanings given to them in the other provisions of the Agreement. In the event of any conflict between any of the provisions of this exhibit and the other provisions of the Agreement, the other provisions of the Agreement shall control.

CONTRACTOR RESPONSIBILITIES

1. Process License Applications
   A. Receive and process animal license applications through the mail.
   B. Provide online licensing and process applications initiated through CONTRACTOR's website.
   C. Enter new and renewal license applications into CONTRACTOR's proprietary database.
   D. Deposit, or transmit for deposit, all receipts collected for license fees, with the exception of those payments made via credit card, into a Bank Account.
   E. Mail license tags within 10 business days after receipt of payment and complete documentation as required by local ordinance and/or CITY policy.
   F. Update license information in CONTRACTOR'S database and issue replacement tags as needed.
   G. If CONTRACTOR collects any payments due CITY from Licensees via credit card transactions that are paid to CONTRACTOR, those payments will be deposited, or transmitted for deposit, into a Bank Account within 15 business days after the end of the calendar month in which collected.
2. Mail License Notices
   A. Mail renewal and reminder notices for expiring animal licenses. Renewal notices will be mailed in the month prior to the license expiration date, or as otherwise agreed upon between CONTRACTOR and CITY.
   B. Mail billing notices to pet owners who have vaccinated a pet against rabies but have not licensed, if CITY collects rabies vaccination reports from veterinarians.
3. Customer Service for Licensing Program
   A. Provide customer service to pet owners via phone, email and mail, and respond to requests in a timely fashion.
   B. Provide customer service to CITY staff, and respond to CITY requests in a timely fashion.
   C. Provide online access to licensing data to appropriate personnel via CONTRACTOR's proprietary website, at no additional charge.
4. Manage Reports from Authorized Registrars and Veterinary Clinics
   A. Process and enter license sales records from any registrars and veterinary clinics authorized to sell animal licenses.
      1) Track tag inventories at all authorized registrars, and reconcile reports.
      2) Invoice authorized registrars for licenses sold in the event Veterinary Clinics sell licenses.

B. Process and enter rabies vaccination records from local veterinary clinics in the event it is required by CITY ordinance.

C. Follow up with delinquent clinics and registrars and report delinquent clinics and registrars to CITY in the event subsection B applies.

5. Provide veterinarians and other authorized registrars with reasonable quantities of supplies (reporting forms, applications or vaccination certificates, citizen mailing envelopes, etc.) necessary to sell license tags and/or report rabies vaccinations to CONTRACTOR. Supplies are to be printed in one color with the design and layout to be determined by CONTRACTOR.

6. Reporting to CITY

   A. Send reports to CITY within 15 business days after the end of each month including the number of licenses sold at each location.

   B. Provide statistical reports to CITY as requested within a timely manner. CONTRACTOR shall provide the reports within five business days. However, CONTRACTOR may request an extension; provided, however, that the reports shall be provided no later than thirty days.

   C. Process donations on behalf of CITY when a donation is made with the purchase of a license, if CITY requests donations be collected.

   D. Provide an online tag search to the public if CITY provides a written request to have CONTRACTOR's online tag search enabled.

CITY RESPONSIBILITIES

1. Purchase license tags to CONTRACTOR's specifications and ship them to CONTRACTOR. CONTRACTOR recommends that tags be shipped directly from tag vendor to CONTRACTOR to reduce shipping costs.

2. Report CITY license sales electronically or by mail at least monthly by the 10th calendar day of the month for the prior month's sales.

3. Give CONTRACTOR at least 30 days' notice of license fee or ordinance changes in accordance with Section 12.B of the Agreement.

4. Respond to CONTRACTOR inquiries in a timely fashion.

5. Provide feedback to CONTRACTOR regarding program and customer matters.

Administrative Report

H.6., **File #** 26-0973 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: JOY A. FORD, CITY ATTORNEY

TITLE

APPROVE THE AGREEMENT FOR LEGAL SERVICES WITH LOWER & KESNER, LLP

EXECUTIVE SUMMARY

The City Attorney's Office maintains a list of approved law firms and attorneys from which to select outside counsel when specialized expertise is needed.

This Agreement for Legal Services ("Agreement") maintains Lower & Kesner LLP ("Lower & Kesner") on the City's approved outside counsel list and allows the firm to provide legal services assigned by the City Attorney's Office on an as-needed basis.

BACKGROUND

Lower & Kesner is a boutique defense law firm in California specializing in full-service workers' compensation defense. They represent major institutions, Fortune 500 companies, insurance carriers, third-party administrators (TPAs), and public municipalities. In their sixteen years, Lower & Kesner has remained at the top of the industry in terms of quality defense of cases for their clients.

Lower & Kesner defended multiple CA work comp cases for the City, beginning in 2014 at a blended legal rate of $150.00/hour for partners/associates and this rate has remained in effect without any increases. Aaron Prosin, Esq. is currently working on City cases. Mr. Prosin has been practicing CA workers' compensation defense exclusively for the last 18 years, with experience handling all aspects of CA workers' compensation defense litigation from the case inception through all aspects of medical -legal discovery and to settlement, or litigated disposition with the WCAB.

Maintaining Lower & Kesner on the City's approved outside counsel list will provide the City Attorney's Office with a qualified firm when specialized expertise or additional legal support is needed. Legal services will be assigned solely at the discretion of the City Attorney on an as-needed basis.

COORDINATION

Lower & Kesner and the City Attorney's Office have approved the Agreement.

FISCAL IMPACT

Funds are set aside in the City Attorney's budget for use of outside counsel. The proposed hourly

rate increase from a blended rate of $150 to a blended rate of $200 is set forth in the Agreement. Legal services will be authorized and paid for on an as-needed basis.

Submitted by:

Joy A. Ford, City Attorney

ATTACHMENTS

- Agreement for Legal Services with Lower & Kesner LLP

AGREEMENT FOR LEGAL SERVICES
WITH LOWER & KESNER LLP

THIS AGREEMENT is made this 18th day of August, 2026, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("CITY"), and LOWER & KESNER LLP, a Limited Liability Partnership ("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 18, 2026.

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 18, 2026 and until terminated.

2. **Attorney's Services**. The services to be performed by ATTORNEY shall consist of the following: Legal services as assigned by the City Attorney's Office.

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. ATTORNEY shall receive compensation at a blended partner/associate rate of $200 per hour. The rates apply to all time spent on matters related to the representation, including but not limited to, research, drafting, meetings,

correspondence, and court appearances.

4.1.1. A reduced travel rate of 50% the applicable hourly rate shall be applied for time spent in travel related to the case, excluding commuting to and from the primary office location.

4.1.2. Reasonable travel expenses, including airfare and lodging will be reimbursed. 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 reimbursed.

4.1.3. 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 monthly invoices submitted by ATTORNEY. Each 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 submitted to CITY for payment must be comprehensive and include the following details:

- Hourly rate charged.
- Number of hours worked, specifying the dates and duration of services rendered.
- Detailed description of the services performed, including the matter name or case reference.
- Itemization of all expenses incurred, with a clear description of each expense, the cost associated with it, and a subtotal of expenses.
- The total amount due, clearly stated.

4.2.4. All invoices must be accompanied by supporting documentation for each expense claimed. This includes, but is not limited to, receipts, billing statements, and any other relevant documents that substantiate the expenses.

4.2.5. Invoices must be itemized and detailed to provide a clear and transparent account of the services rendered and expenses incurred.

4.2.6. 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.

4.2.7. 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 for under this Agreement for a period of five (5) 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 five (5) 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. 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:

    Lower & Kessner LLP

1301 N. Broadway, Ste. 76667
Los Angeles, California 90012
Attention: Managing Partner

17. **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.

18. **Familiarity with Work**. By executing this Agreement, ATTORNEY warrants that: (1) he has investigated the work to be performed, (2) he has investigated the site of the work and is aware of all conditions there; and (3) he 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.

19. **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.

20. **Time of Essence**. Time is of the essence in the performance of this Agreement.

21. **Limitations Upon Subcontracting and Assignment**.

    21.1. 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.

    21.2. 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.

22. **Subcontractors**.

    22.1. 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.

    22.2. The ATTORNEY will be responsible for the quality of any subcontractor's work.

23. **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.

24. **Authority to Execute**. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

25. **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.

26. **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 central branch of the Los Angeles County Superior Court.

27. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.

28. **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.

29. **Governing Law**. The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.

30. **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.

31. **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.

32. **Exhibits**. The following exhibit is incorporated by reference into this Agreement as though fully set forth herein.

    Exhibit A: Insurance Requirements

33. **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.

34. **Counterparts; Electronic Signatures**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this transaction may be conducted, and this Agreement signed, by electronic or digital means (including, without limitation, via DocuSign, Adobe Sign, or other method accepted by the City) in accordance with the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) and the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et

seq.). An electronic or digital signature shall have the same legal force, validity, and enforceability as a manually executed, physical "wet ink" signature. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually executed counterpart.

[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

_____
James A. Light
Mayor

Date: _____

LOWER & KESNER, LLP,
a California limited liability partnership

By: _____
Name: _____
Title: _____

Date: _____

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. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California.

4. Employer's Liability Insurance.

5. 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.

6. Cyber Liability Insurance

Minimum Limits of Insurance

ATTORNEY shall maintain limits no less than:

1. 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.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability: Insurance appropriate to the ATTORNEY's profession with a limit of not less than $2,000,000 each claim and $4,000,000 in the annual aggregate.

5. Cyber Liability Insurance: $3,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks

6. 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 general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement

1. 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 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. 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 ATTORNEY.

3. 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.

4. 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.

5. 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

H.7., **File #** 26-0974 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE THE 2026 PUBLIC TRANSIT AGENCY SAFETY PLAN FOR BEACH CITIES TRANSIT PER FEDERAL TRANSIT ADMINISTRATION GRANT REQUIREMENTS

EXECUTIVE SUMMARY

As a Municipal Transit Operator and recipient of Federal Transit Administration (FTA) funds, Beach Cities Transit (BCT) must comply with the FTA's requirement to develop and maintain a Public Transportation Agency Safety Plan (PTASP). The purpose of the PTASP is to improve public transportation safety by guiding transit agencies in managing safety risks more effectively and proactively through a comprehensive Safety Management System (SMS). Federal regulations require the PTASP to be reviewed annually, updated as necessary to reflect regulatory and operational changes, and approved by the agency's governing body. The City Council approved BCT's initial PTASP on December 1, 2019.

FTA requires the PTASP be approved by the governing body of the public transportation system no later than October 20, 2026. The BCT PTASP must also be signed and certified by the City Manager and Accountable Executive, in this case, the Waterfront and Community Services Director, following approval by the City Council.

BACKGROUND

The PTASP requires public transportation operators to develop and implement safety plans that establish processes and procedures supporting a Safety Management System (SMS), a comprehensive and collaborative framework for identifying hazards, assessing and mitigating safety risks, monitoring safety performance, and fostering continuous improvement throughout transit operations. As part of the PTASP requirements, transit agencies must establish safety performance targets based on measures that include fatalities, injuries, safety events, and system reliability. The PTASP must be reviewed annually and updated as necessary. Compliance is evaluated by the FTA through its triennial oversight review process.

The BCT PTASP is designed to promote accountability and strengthen the safety culture throughout BCT's transit operations by identifying an Accountable Executive who has ultimate responsibility for ensuring a safe environment for BCT employees and passengers and ensuring that adequate human and capital resources are available to implement and maintain the PTASP. The BCT PTASP Accountable Executive is the Waterfront and Community Services Director, the City Manager, or the City Manager's designee. The PTASP also defines the roles and responsibilities of key staff within

BCT's transit operations contractor, Transportation Concepts, and the City's Transit Division for supporting the agency's safety management program. These responsibilities include identifying potential hazards, monitoring the effectiveness of safety risk mitigation activities, and providing periodic reports on safety performance, hazard identification, and corrective actions to promote continuous safety improvement.

The PTASP also establishes safety performance targets that are reviewed and updated annually. These targets are based on the safety performance measures established under the National Public Transportation Safety Plan and include goals for reportable fatalities, injuries, safety events, and system reliability.

The attached PTASP analyzes a three-year period, from 2023 to 2025, during which BCT reported three major safety events. All events involved fixed-route collisions. In 2024, BCT reported three non-major assaults on transit workers; none of which resulted in a reportable injury. Major mechanical failures also decreased over the three-year period, as new/replacement vehicles were placed into service improving system reliability.

The chart below summarizes the reported safety metrics. Safety Metrics may overlap, for example a collision may be classified as a major safety event and may also result in a reportable injury.

Safety Metric	**2023**	**2024**	**2025**	**3-Year Total**
Major Safety Events	2	0	1	3
Collisions	2	0	1	3
Fatalities	0	0	0	0
Reportable Injuries	0	0	1	1
Transit Worker Injuries	0	0	0	0
Assaults on Transit Workers	0	3	0	3
Major Mechanical Failures - Fixed Route	29	19	12	60

To effectively implement the PTASP, the plan emphasizes clear and open communication of safety concerns and safety performance information throughout the organization. The PTASP identifies multiple methods for communicating with employees, including employee safety meetings, safety training programs, safety bulletin boards, safety bulletins, and informational flyers distributed to transit operations staff.

Based on the annual review and the safety performance information presented above, staff recommends that the City Council approve the attached BCT Public Transportation Agency Safety Plan (PTASP) for 2026. Approval of the PTASP will allow BCT to continue meeting federal safety planning requirements and maintain compliance with FTA oversight requirements.

COORDINATION

The PTASP was developed in coordination with Transportation Concepts, the City’s transit operator.

FISCAL IMPACT

The PTASP serves as a guide for the identification and management of safety risks and does not commit Redondo Beach to specific expenditures. Recommended safety management activities and safety enhancements are included in the Transportation Concepts Operations Agreement. Other costs outside of the Agreement will be included in the Transit Fund during the annual budgeting process. General Funds do not support Transit operations or programs.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Beach Cities Transit Public Transportation Agency Safety Plan, September 1, 2026

Public Transportation Agency Safety Plan

2026

September 1, 2026

City of Redondo Beach
Community Services DepartmentTransit Division
415 Diamond Street
Redondo Beach, CA 90277

City of Redondo Beach
Community Services Department Transit Division
Public Transit Agency Safety Plan (PTASP) for Beach Cities Transit
Certification

The City of Redondo Beach (City) operates Beach Cities Transit and is submitting the Federal Transit Administration (FTA) Public Transit Agency Safety Plan (PTASP).

Redondo Beach is not a direct transit operator and contracts with a transit operations contractor for transit operations and maintenance services. The City coordinated with the transit operations contractor by conducting a review of the safety practices and analyzed performance safety data. The review incorporates policies and procedures and other information in the PTASP development, and the safety program implementation is in partnership with the transit operations contractor.

Based on the FTA 49 C.F.R., the City is in compliance by developing and implementing a Safety Management System (SMS). The City's SMS is appropriately scaled to Beach Cities Transit's size, scope and complexity of the agency-contractor system. The PTASP includes the primary SMS elements:

- Safety Management Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

Redondo Beach is committed to implementing the SMS by supporting safety process and procedures, carrying out critical safety elements and developing safety for all employees. Each year, the City will work with the contractor to identify any other areas of safety concern so that a plan can continue to be developed, amended, and implemented.

The City Accountable Executive is responsible for ensuring that PTASP is effectively implemented throughout the agency. In addition, Chief Safety Officers are identified as the Chief Safety Officer 1 (CSO 1) for the City and Chief Safety Officer 2 (CSO 2) for the Contractor.

The PTASP will be updated regularly, at a minimum annually, to ensure that it continues to prioritize the safety issues impacting Beach Cities Transit.

In accordance with sections 673 the City has completed the PTASP by December 30, 2022 and ensures all requirements are met. The City of Redondo Beach, thereby certifies the PTASP in accordance with FTA 49 C.F.R. Part 673:

Mike Witzansky, City Manager	Date
Elizabeth Hause, Waterfront and Community Services Director PTSAP Accountable Executive	Date

Public Transportation Agency Safety Plan Beach Cities Transit

1. Transit Agency Information

Transit Agency Name	City of Redondo Beach- Beach Cities Transit			
Transit Agency Address	City Hall, 415 Diamond Street, Redondo Beach, CA 90277			
Name and Title of Accountable Executive	Elizabeth Hause, Waterfront and Community Services Director, City of Redondo Beach			
Name of Chief Safety Officer or SMS Executive	Chief Safety Officer 1: Tyron Gunn , Transit Operations/Transit Facilities Manager, City of Redondo Beach Chief Safety Officer 2: George Heere, Project Manager, Transportation Concepts, Inc.			
Mode(s) of Service Covered by This Plan	Fixed Route Dial A Ride Paratransit	**List All FTA Funding Types (e.g., 5307, 5310, 5311)**	5307	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Senior and Disabled Dial-A-Ride Paratransit BCT Fixed Route and Senior/Disabled Dial-A-Ride Paratransit are operated and maintained by a contract service.			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes ☒	No ☐	**Description of Arrangement(s)**	Dial-A-Ride Paratransit Services are provided on behalf of the City of Hermosa Beach.
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	City of Redondo Beach, 415 Diamond St, Redondo Beach, CA 90277 City of Hermosa Beach, 1315 Valley Dr, Hermosa Beach, CA 90254			

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	City of Redondo Beach	
Signature by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
Approval by the Board of Directors or an Equivalent Authority	**Name of Individual/Entity That Approved This Plan**	**Date of Approval**
	Redondo Beach City Council	
	Beach Cities Transit Public Transportation Agency Safety Plan and Relevant Documents	
	A copy of the approved PTASP, relevant documents and City Council Minutes will be maintained by the Transit Manager/CSO 1, on the Transit Division electronic files.	
Certification of Compliance	**Name of Individual/Entity That Certified This Plan**	**Date of Certification**
	Mike Witzansky, City Manager	
	Public Transportation Agency Safety Plan 2026 Certification of Compliance	
	A copy of the Compliance Certification will be maintained by the Transit Manager/CSO 1, on the Transit Division electronic files for at least a minimum of three (3) years.	

Annual Review and Update of the Public Transportation Agency Safety Plan

Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.

The City updates the PTASP when information, processes or activities change within the Agency and/or when Part 673 undergoes significant changes, or annually, whichever comes sooner. The Bipartisan Infrastructure Law amends FTA Safety Program by adding to the PTASP requirements which the City is compliant.

The process for the annual review and update of the PTASP involves a joint effort by the Chief Safety Officer 1 (CSO 1) and Chief Safety Officer 2 (CSO 2) and Transit Operations Contractor Safety Committee, with the assistance of subject matter experts.

The Accountable Executive will finalize the PTASP, for City Council for approval in accordance with the FTA. The Accountable Executive and City Manager will self-certify the PTASP.

The initial PTASP was uploaded in TRAMS in December 2020. On an annual basis, the City will update the PTSAP based on the timeline, below, or as needed:

Initial date of adoption:	
Effective date of updated plan:	September 1, 2026
Timeline for annual review:	Mid-plan year review – April 2026
Timeline for update of plan:	Sixty-day review prior to current year expiration - June
Timeline for annual plan:	Final annual plan – July

3. Safety Performance Targets

Safety Performance Targets

Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.

Redondo Beach's PTASP establishes annual Safety Performance Targets in accordance with 49 CFR 673 and the FTA's National Public Transportation Safety Plan. Safety Performance Targets are based on the performance measures prescribed by the FTA and are reviewed and updated annually using National Transit Database (NTD) safety data and agency operating statistics. The performance measures address major events, collisions, fatalities, injuries, transit worker safety, assaults on transit workers, and system reliability.

Specific operations data from FY 2023 through FY 2025 were evaluated and used to establish the target numbers specific to Redondo Beach PTASP. Redondo Beach will review and update the Safety Performance Targets annually. The City achieved the Safety Plan targets in the prior period.

Performance Measure	Fixed Route	Dial-a-Ride
Major Events	≤1	≤1
Major Event Rate	≤0.28	≤0.28
Fatalities	0	0
Fatality Rate	0	0
Injuries	≤1	≤1
Injury Rate	≤0.28	≤0.28
Collisions	≤1	≤1
Collision Rate	≤0.28	≤0.28
Pedestrian Collision Rate	0	0
Vehicular Collision Rate	≤0.28	≤0.28

Transit Worker Injuries	0	0
Transit Worker Injury Rate	0	0
Transit Worker Fatalities	0	0
Transit Worker Fatality Rate	0	0
Assaults on Transit Workers	0	0
Assault Rate on Transit Workers	0	0
System Reliability	≥30,000 VRM/MMF	≥30,000 VRM/MMF

*The thresholds for "reportable" fatalities, injuries, assaults, and major events are defined in the NTD Safety and Security Reporting Manual.

Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

The City will coordinate the Safety Performance Targets with the State Department of Transportation (Caltrans) and Southern California Association of Governments (SCAG) the Los Angeles area Metropolitan Planning Organization. The City will provide the targets to SCAG to aid in the regional planning process upon plan certification. Additionally, the City will provide the certified PTASP, which includes the targets, to Caltrans on an annual basis or as requested.

	State Entity Name	Date Targets Transmitted
Targets Transmitted to the State	Caltrans Senior Transportation Planner RTAP and Legislative Management Caltrans Division of Rail and Mass Transportation Telephone: (916) 654-9842 Email: brian.travis@dot.ca.gov	September 2026
	Metropolitan Planning Organization Name	**Date Targets Transmitted**

Targets Transmitted to the Metropolitan Planning Organization(s)	Southern California Association of Governments (SCAG) Senior Regional Planner Transit/Rail Pricilla Freduah-Agyemang Telephone: (213) 236-1973 Email: agyemang@scag.ca.gov	September 2026

4. Safety Management Policy

Safety Management Policy Statement

The City of Redondo Beach is committed to providing safe, reliable, and accessible public transportation through the implementation and continuous improvement of its Safety Management System (SMS). The Safety Management System is designed to proactively identify hazards, assess and mitigate safety risks, monitor safety performance, and promote a positive safety culture throughout Beach Cities Transit.

As the Public Transportation Agency responsible for Beach Cities Transit, the City recognizes that safety is a shared responsibility among City staff, the contracted transit operations provider, and all employees involved in the delivery of transit services. Safety considerations shall be integrated into daily operations, maintenance activities, planning, decision-making, and resource allocation.

The City is committed to maintaining an SMS that is appropriately scaled to the size, complexity, and operating environment of Beach Cities Transit and is consistent with the requirements of 49 CFR Part 673.

Beach Cities Transit supports the four components of Safety Management Systems:

- Safety Management Policy
- Safety Risk Management
- Safety Assurance

- Safety Promotion

The City establishes annual Safety Performance Targets to evaluate the effectiveness of the Safety Management System and to support the continuous improvement of transit safety performance.

Safety Objectives

Beach Cities Transit is committed to achieving the following safety objectives:

1. Promote a positive safety culture by clearly communicating safety responsibilities and expectations to City staff, the contracted operations provider, and all employees involved in the delivery of transit services.
2. Provide employees with the training, resources, and information necessary to safely perform their assigned duties and support the effective implementation of the Safety Management System.
3. Proactively identify hazards, assess safety risks, and implement appropriate mitigations to reduce risk to a level that is as low as reasonably practicable.
4. Continuously monitor safety performance through data analysis, inspections, employee safety reporting, investigations, and corrective actions to improve system safety.
5. Comply with all applicable federal, state, and local safety requirements while striving to continually improve operational safety and system reliability.

Safety Management Policy Statement

Include the written statement of safety management policy, incorporating safety objectives.

The Safety Management Policy Statement articulates the City's transit system's safety, in accordance with the PTASP. The statement presents the safety responsibilities of senior management and its transit service contractor. It also states the commitment of the City to adopt SMS as its principle management tool to provide for its mission of safe public transit for its customers, the public and its employees. This commitment to SMS is a requirement of its service contractor as well.

The policy statement and related objectives are as follows:

The effective management of safety is a top priority of the City's transit system. The City is committed to implementing, maintaining and constantly improving processes to ensure that all BCT operational and maintenance activities are supported by an appropriate allocation of organizational resources and are aimed at achieving the highest level of transit safety performance.

All levels of transit management and related frontline employees are accountable for the delivery of this highest level of safety performance, starting with the Accountable Executive. Responsibility for making operations safe includes all layers of operations from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will ensure all reasonable actions are performed to implement the SMS. As a municipal transit system employing a transit service contractor to provide day-to-day management and operations of the service, the City will assure that its service contractor adopts and operates under this safety management policy.

The City's safety culture is based on the four pillars that are the structural framework of the Safety Management System (SMS): (1) Safety Policy; (2) Safety Risk Management; (3) Safety Assurance; and (4) Safety Promotion. In addition, the City established safety performance targets to help measure the overall effectiveness of the SMS.

Redondo Beach is committed to support the SMS goal with safety objectives:

1. *Clearly communicate to all City and contract transit managers, supervisors and employees their accountabilities and responsibilities for the delivery of safe transit services and the performance of the City of Redondo Beach's safety management system.*
2. *Ensure that all City transit staff and service contractor staff are formally provided with adequate and appropriate safety management information, are competent in safety*

management system activities, and are assigned only safety related tasks commensurate with their skills.

3. *Establish and operate a safety reporting program as a fundamental tool in support of transit department's hazard identification and safety risk evaluation activities to eliminate or mitigate the safety risks of the consequences of hazards resulting from our operations or activities to a point that is as low as reasonably practicable.*

4. *Continually improve the transit system's safety performance through management processes that ensure relevant safety action is taken in a timely fashion and is effective when carried out.*

5. *Comply with and, wherever possible, exceed any applicable legislative and regulatory requirements and standards.*

Safety Management Policy Communication

Describe how the safety management policy is communicated throughout the agency's organization. Include dates where applicable.

The City's Safety Management Policy is communicated throughout the agency's organization. The City's communications hierarchy begins with the City Council to the City Manager to the Waterfront and Community Services Director and the City's Transit Manager, which is then conveyed to City Transit Division Staff and the Transit Operations Contractor. The Transit Operations Contractor Safety Committee will support communications

The primary responsibility for communication is through the Chief Safety Officers. There are two (2) Chief Safety Officers (CSO); CSO 1 for the City and CSO 2 for the Transit Operations Contractor (CSO 2). The CSO 1 is the Transit Manager and the CSO 2 is the Contractor's Operations Manager.CSO 1 and CSO 2 ensure that the Safety Management Policy communication reaches all City transit employees and management team, as well as Transit Operations Contractor management team and contract employees. The CSO 1 and CSO 2 communicate on a regular basis with their respective City Staff and Transit Operations Contractor Staff, to ensure that the policies are implemented. In addition, the CSO 1 and CSO 2, along with managing staff conduct monthly meetings. No employee will be asked to compromise safety to get the job done. We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledges at all times that safety is paramount.

Authorities, Accountabilities, and Responsibilities

Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).

Accountable Executive	The Accountable Executive has the ultimate responsibility for carrying out the PTASP. Specifically, the Accountable Executive is also responsible for the development and implementation of the SMS. This makes the Accountable Executive responsible for ensuring that the agency's SMS is effectively implemented, and actions are taken, as necessary, to address substandard performance. **Waterfront and Community Services Director, City Accountable Executive** Authorities – Overall management of the plan implementation Accountabilities – Serve as a Director-level decision maker Responsibilities – Provide leadership, administration, resources and ensure commitments.
Chief Safety Officer or SMS Executive	There are two (2) Chief Safety Officers, known as CSO 1 for the City and CSO 2 for the Transit Operations Contractor. The CSO's primary role is the general oversight of the implementation of the PTASP and related issues. The CSO 1 is responsible for reporting any accomplishments or substandard performance of the SMS directly to the Accountable Executive. The CSO 1 and CSO 2 coordinate together to ensure that all aspects of the SMS are implemented. **Transit Manager (CSO 1), City Management** Authorities –General management and oversight of the plan implementation, with specific attention to the SMS. Accountabilities – Serve as a manager-level decision maker. Responsibilities – Provide administrative reporting for SMS implementation, coordinate implementation with contractor CSO 2 and overall coordination for SMS implementation to be fulfilled by City Staff. **Contract Manager (CSO 2), Transit Operations Contractor** The CSO 2 primary role is the day-to-day implementation of the SMS for contract services. CSO 2 is responsible for reporting any accomplishments or substandard performance of the SMS directly to CSO 1. The CSO 2 and CSO 1 coordinate together to ensure that all aspects of the SMS are implemented.

	Authorities – Day to day management of the plan implementation for contract services. Accountabilities – Serve as Manager level decision maker for contract services. Responsibilities – Provide administrative reporting for standard SMS implementation, coordinate implementation with contractor CSO 2, and overall coordination for SMS performance standards to be fulfilled by contract services.
Agency Leadership and Executive Management	Agency Leadership and Contractor's Executive Management contributes to the implementation of the SMS by enforcing and reporting accomplishments and substandard performance that occur with the contract services. The leadership/management includes a City Staff Senior Management Analyst and Safety Manager Transit Operations Contractor. **Senior Management Analyst, City Staff** Authorities – Provide assistance with the general management oversight of the plan implementation and coordination with contract services. Accountabilities – Serve as Senior Level decision making for activities assigned by the CSO 1. Responsibilities – Functional tasks are oversight of incidents reports which may involve investigations, hazard identification, assessment and resolution. **Safety Manager, Transit Operations Contractor** Authorities – Day to day oversight of the SMS implementation and monitoring Accountabilities – Serve as Senior Level decision maker for daily activities for contract services. Responsibilities – Functional tasks such as safety training, investigations, hazard identification, assessment and resolution.
Key Staff	Key Staff contributes to the implementation of the SMS by supporting the Agency Leadership or Contactor's Executive Management. All Key Staff responsible for assisting with the implementation and monitoring the progress of the SMS. The Key Staff for the City includes a Staff Analyst, support staff. The Transit Operations Contractor has Customer Services and Operations Supervisors.

	Analyst, City Staff Authorities – Assisting with general oversight as assigned by Management Staff or CSO 1. Accountabilities – Serve as staff-level support staff for activities to assist Senior Management Analyst Staff. Responsibilities – Functional tasks such as assisting with oversight by providing support documentation or assignments. **Customer Service and Operations Supervisor Contract Staff** Authorities – Day-to-day implementation for contract services. Accountabilities – Serve as staff-level support for contract services. Responsibilities – Functional tasks may include assisting with safety training, employee safety communication, assessment data gathering, and other related activities.
Transit Operations Contractor Safety Committee (Safety Committee)	The Transit Operations Contractor Safety Committee's role is to review the status of the program, projects and activities that maintain the safety for the employees and customers. More specifically, the committee monitors daily activities to identify safety issues and mitigation measures. The Safety Committee will review the PTASP updates. The Transit Operations Contractor established a Safety Committee consisting of an average of six to eight members: the General Manager, Operations Manager, Regional Safety and Training Manager, Maintenance Supervisor, Dispatcher, and two Operators (front-line employees). Authorities – Maintain an oversight committee to review PTASP implementation and safety and security events. Accountabilities – Serve as committee-level review and support to the transit operations contractor management team. Responsibilities – Meet regularly to identify and report potential safety and security issues, recommend corrective actions and risk mitigations, review Safety Performance Targets and proposed PTASP updates, support implementation of the Safety Management System (SMS), assist with safety aspects of the FTA Triennial Review, and provide a forum for frontline transit worker participation in the agency's safety program.

Frontline Transit Worker Participation	The City of Redondo Beach is committed to ensuring meaningful participation by frontline transit workers in the development, implementation, and annual review of the Public Transportation Agency Safety Plan (PTASP). Because Beach Cities Transit fixed-route and demand response services are provided through a contracted transit operations provider, frontline transit worker representatives include employees of the contracted operator who are directly engaged in the delivery of transit service, including operators, dispatch personnel, maintenance technicians, and other frontline employees. **Authorities** – Ensure frontline transit worker representatives have an opportunity to participate in the development, implementation, and annual review of the PTASP in accordance with 49 CFR Part 673. **Accountabilities** – Consider recommendations from frontline transit worker representatives on safety performance, hazard identification, safety risk mitigation, Safety Performance Targets, and proposed PTASP updates. **Responsibilities** – Frontline transit worker representatives shall participate through the Transit Operations Contractor Safety Committee by identifying hazards, reporting safety concerns, recommending safety improvements, reviewing proposed PTASP updates, and providing operational feedback to support the agency's Safety Management System (SMS). Recommendations from frontline transit worker representatives shall be reviewed by the Chief Safety Officer and the Accountable Executive and, where appropriate, incorporated into the PTASP.
Employee Safety Reporting Program *Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).*	
The City's Safety Reporting Program includes a process that allows transit employees and transit operations contract employees to report safety conditions to senior management. The purpose of the employee reporting is to allow for City employees as well as transit operations contract employees to have a way to identify, evaluate, and correct or avoid unsafe conditions or hazards, procedural deficiencies, design inadequacies, equipment failures, assaults on	

transit workers, or near misses that adversely affect the safety of transit operations. In addition, the Safety Committee will report safety and security issues with particular attention to employees.

The transit operations contractor incorporates safety reporting in the Transit Operations Policies and Procedures. Employees may report safety concerns in person, in individual or safety meetings, through incident feedback, and through comment boxes. Transit Operations Staff also have the opportunity to submit a formal report at the end of their shift. Reports and concerns about workplace safety issues may be made anonymously. Employees will not be disciplined or punished for submitting a comment or reporting a safety issue.

The City and its contract employees are to identify safety conditions or hazards without fear of reprisal. The Transit Operations Contractor will handle contract employee disciplinary actions in accordance with the union agreements and business practices. City employee disciplinary actions are subject to the agency's administrative policies or employee union agreements.

5. Safety Risk Management

Safety Risk Management Process

Describe Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

The City has implemented a Safety Risk Management process for all elements of its transportation system. The Safety Risk Management process includes implementation by the City and the Transit Operations Contractor for the following activities: safety hazard identification, safety risk assessment, and safety risk mitigation.

Safety Hazard Identification

The City's Transit Operations Contractor's methods and processes to identify hazards are provided through a variety of sources, including: employee safety reporting, review of vehicle camera footage, monthly performance data, maintenance reports, observations from supervisors, comments from customers, passengers and third parties, results of audits and inspections, investigations into safety events, incidents and occurrences and information from Centers for Disease Control and Prevention (CDC, FTA, and oversight authorities.

When a hazard has been identified, whatever the source, it is reported to the CSO 2, who enters it into the Hazard Log. The CSO 2 also may enter hazards into this log based on reviews of operations and maintenance activities and procedures. The CSO 2 will provide a copy of the Hazard Log to the CSO 1, at monthly meetings or upon request. The Safety Committee will also be involved in the safety and security hazard identification process.

The CSO 2 will investigate hazards to collect information and determine if hazards need to be entered into the safety risk assessment process. In following up on identified hazards, the CSO 2 may review sources of hazard information include safety reporting, formal and informal observations of operations, scheduled and unannounced inspections, internal safety investigations, accident reports, and other reviews.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment, must immediately be brought to the attention of the Accountable Executive. Furthermore, it will be placed through the Safety Risk Management

process for safety risk assessment and mitigation. Otherwise, hazards will be prioritized for further Safety Risk Management activity.

Safety Risk Assessment

Safety Risk Assessment evaluates the level of safety risk associated with identified hazards by assessing both the likelihood and severity of the potential consequences. Beach Cities Transit utilizes the Federal Transit Administration's Safety Risk Assessment Matrix for Bus Transit Agencies to determine the overall level of risk for each identified hazard.

The results of the assessment are used to determine whether additional **safety risk mitigation measures** are necessary and to prioritize corrective actions based on the level of identified risk. Existing controls, operating procedures, engineering controls, training programs, and other mitigation measures currently in place are evaluated as part of the assessment to determine their effectiveness before additional mitigations are recommended.

The Chief Safety Officer, Transit Operations Contractor Safety Committee, and other subject matter experts, including frontline transit worker representatives, participate in the safety risk assessment process by evaluating identified hazards, reviewing operational data, recommending mitigation strategies, and supporting implementation of appropriate corrective actions.
The Safety Risk Assessment Matrix published by the Federal Transit Administration serves as the agency's standard methodology for evaluating and prioritizing safety risks.

FTA Safety Risk Assessment Matrices for Bus Transit Agencies, dated September 2019, (see link).

Safety Risk Mitigation

The CSO 1 and CSO 2, and Safety Committee, assisted by subject matter experts, reviews current safety risk mitigations and establish procedures to 1) eliminate; 2) mitigate; 3) accept specific risks. Prioritization of safety remediation measures is based on risk analysis and a course of action acceptable to City management.

The safety risk must be mitigated if ranked as Unacceptable (High). Those safety risks that have been mitigated, even those mitigated risks shown as Acceptable status (Low or Medium) undergo regular and consistent monitoring to ensure the mitigation strategy is effective. Safety risk mitigations are tracked and updated by the CSO 2 and provided to CSO 1.

Key strategies to minimize the types of risks that potentially exist include dissemination of safety policies and procedures, training of drivers and agency staff on safety in accordance with the Transit Operations Contractor's required employee handbook, manuals and training

materials. For example, updated strategies include driver barriers on buses to reduce the risk of assault on transit workers, and other COVID-19 protocols. There are also discussions of actions and strategies that might help safeguard risks at monthly meetings and other related communications opportunities. The Transit Operations Contractor safety training materials include instructions and forms for reporting. Risk mitigation reporting provided by City employees or transit operations contract employees may be provided using various channels of reporting hazards and close calls. This includes verbal reports to supervisors or management staff, written incident report, or electronically using email.

When developing safety risk mitigations, the City considers applicable recommendations and guidance issued by the Federal Transit Administration (FTA), Caltrans, and other appropriate oversight agencies. When safety risks involve infectious diseases or public health emergencies, the agency also considers guidance issued by the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the Los Angeles County Department of Public Health, and other applicable public health authorities.

6. Safety Assurance

Safety Performance Monitoring and Measurement
Describe activities to monitor the system for compliance with procedures for operations and maintenance.
The City's transit operations and maintenance are contracted services that are located at the Kingsdale Avenue bus yard. The City requires that the Transit Operations Contractor comply with local, state and federal requirements for Safety Performance Monitoring and Measurement, The City requires a Contractor Safety Plan along with updates to the contractor employee handbook, manuals and training materials, to comply with the FTA. The City oversees the safety performances of the Transit Operations Contractor through monthly meetings, safety reporting, routine workplace observations, inspections, audits, and other activities. The oversight is designed to support safety performance monitoring, measurements and coordination. The Safety Committee serves as additional oversight for safety monitoring and measurements. The City's Transit facility and parking lots are contracted by third-party contractors for the property management and property security services for the Transit facility and lower parking lot property located at 1521 Kingsdale Avenue and the upper parking lot located at 1519 Kingsdale Avenue in Redondo Beach, CA 90278.
Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.
The City monitors its transit contract operations to identify any safety risk mitigations that may be ineffective, inappropriate or not implemented as intended, as needed or in monthly meetings. The safety risk mitigation issues may be revealed as part of reporting, audits, inspections, data, investigations or complaints. The CSO 1 and CSO 2 work together to remedy safety risk mitigations. The Safety Committee may also provide recommendations for safety risk mitigations.
Describe activities to conduct investigations of safety events to identify causal factors.
The Transit Operations Contractor review safety investigations of events such as accidents, incidents, and occurrences, as needed and in monthly meetings. There is a standard path of an

investigation that has five processes, evidence collection, analysis, summary of findings, follow up. The safety event investigations may identify casual factors or other factors.

These procedures also reflect all traffic safety reporting and investigation requirements established by the State's Department of Motor Vehicles.

The City provides oversight for the investigations and casual factors, and the CSO 1 and CSO 2 work closely to resolve the safety issues. The Safety Committee may provide support for investigation events.

Describe activities to monitor information reported through internal safety reporting programs.

The City monitors information reported through any internal safety reporting programs between the City and Transit Operations Contractor, led by the CSO 1 and CSO 2, as needed or at monthly meetings

The City routinely reviews safety data captured in safety reports, safety meeting agendas, monthly service reports, customer complaints, and other safety communication channels. When necessary, the issues and concerns are investigated or analyzed through the safety risk assessment process.

Monitoring is also conducted by the City, including site visits and reviews, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations, as part of the contractor oversight.

The CSO 1 discusses relevant safety issues and concerns with the Accountable Executive, as necessary, and may document the results of these reviews in the Hazard Log or email correspondence.

7. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

The City ensures safety training for City Staff and the Transit Operations Contractor. The purpose of the training is to promote safety throughout the organizations and to clearly define roles and responsibilities. It is based on the PTASP and specific elements of the Safety Management System.

Management training involves the understanding of safety risk management, safety assurance, safety promotion and individual roles/responsibilities, through management briefings. As a part of leadership, the Safety Committee members are trained in related safety and security issues, and are involved in employee training. This is important for senior management decision-making for the allocation of safety management resources.

City Staff training involves the basic knowledge of safety performance targets, fundamental principles, safety reporting and individual roles/responsibilities, through staff meetings or safety meetings. This is helpful for City Staff to effectively oversee all aspects of the SMS.

The contractor's employee handbook, manual and training materials include the requirements of the PTASP and specific elements of the SMS, that are the used as the primary source of training. Transit Operations Contractor safety training is conducted on a regular basis and refresher trainings as part of the safety meetings or when deemed necessary. These safety trainings are specific to all employees, including drivers, dispatch, maintenance, and managers.

Topics covered under the safety training program include, but are not limited to:

- Public Transportation Agency Safety Plan (PTASP) and Safety Management System (SMS) principles.
- Individual safety roles, responsibilities, and accountability.
- Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion.

- Safety hazard identification, risk assessment, and mitigation.
- Employee safety reporting procedures and safety concern reporting.
- Safety performance monitoring and continuous improvement.
- Safe vehicle operations and defensive driving practices.
- Incident, accident, and emergency response procedures.
- Security awareness, emergency preparedness, and workplace violence prevention.
- De-escalation techniques and conflict resolution.
- Customer and employee safety.
- Applicable federal, state, and local safety regulations, policies, and procedures.
- Equipment, vehicle, and facility safety.
- Refresher training and lessons learned from safety events, investigations, audits, and corrective actions.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

The City's safety communication is designed to establish a positive safety culture and to enhance safety performance. The City and the Transit Operations Contractor employees and Safety Committee are encouraged to communicate safety issues. The City ensures communication occurs across all levels on an ongoing basis. The small nature of the organizations also make communication easy between management and employees.

More specific to the PTASP requirements for safety concerns and hazards, the City and Transit Operations Contractor use a variety of communication tools that fit their employee base. The City includes workshops, staff meetings, emails and in-person discussions. The Transit Operations Contractor typically communicates with employees through safety meetings, bulletins, notices, posters, videos, trainings and one on one employee briefings. As mentioned in the SMS, the employee handbook, manuals and training materials emphasize and encourages employees to communicate safety issues.

The City CSO 1 is the key communicator, as this person must communicate to the decision makers for both the Accountable Executive as well as to the Transit Operations Contractor's CSO 2.

Additional Information

Supporting Documentation *Include or reference documentation used to implement and carry out the Safety Plan that are not included elsewhere in this Plan.*
City maintains records related to this PTASP in the Community Services Department. These documents include but are not limited to the results from SMS processes and activities. The City will make these documents available to FTA, Caltrans, and other agencies upon request. The City prepared a separate supplemental document known as the City of Redondo Beach Public Transportation Agency Safety Plan Study. The Study serves as a reference document that was used to educate and determine what was needed for the City's PTASP. Only applicable sections of the Study will be used to implement the certified PTASP. The certified Public Transportation Agency Safety Plan will serve as the guiding document to comply with 49 C.F.R. Part 673.

Definitions of Special Terms Used in the Safety Plan

List of Acronyms Used in the Safety Plan

Terms and Acronyms	Definitions/Meanings
Accountable Executive	City of Redondo Beach Waterfront and Community Services Department Director
APTA	American Public Transportation Association
BCT	Beach Cities Transit
CalACT	California Association for Coordinated Transportation
Caltrans	California State Department of Transportation
Cal/OSHA	California Division of Occupational Safety and Health
City	City of Redondo Beach
City Council	City of Redondo Beach City Council and policy body for BCT
Close Call	A safety event where no injuries and /or no property damage occurred
CSO	Chief Safety Officer
CSO 1	City Transit Division Chief Safety Officer: City's Transit Manager
CSO 2	Service Contractor's Chief Safety Officer: Project Manager
CTA	California Transit Association
CTAA	Community Transportation Association of America
Dial-A-Ride	Demand responsive door-to-door/curb-to-curb paratransit service
FAST Act	Fixing America's Surface Transportation (FAST) Act
Final Rule	FTA's Public Transportation Agency Safety Plan Final Rule

Terms and Acronyms	Definitions/Meanings
Fixed Route	Scheduled and prescribed route transit service
FTA	Federal Transit Administration
LACMTA	Los Angeles County Metropolitan Transportation Authority, LA Metro
MAP-21	Moving Ahead for Progress in the 21st Century
Near Miss	Same as close call above
NRTAP	National Rural Transit Assistance Program
NPS	National Public Transit Safety Plan
OSHA	Occupational Safety and Health Administration
PMI	Preventive Maintenance Inspection
Practical Drift	Practical Drift is a phenomenon where actual performance varies from ideal or desired performance, including variance from BCT policies and procedures
PTASP	Public Transportation Agency Safety Plan, FTA 49 C.F.R. Part 673
SAFETY COMMITTEE	Transit Operations Contractor Safety Committee, inclusive of safety leadership and front-line worker representatives.
SCAG	Southern California Association of Governments
Service contractor	City's transit operations contractor for delivering BCT service
SMPS	Safety Management Policy Statement
SMS	Safety Management Systems
SMS Program Manager	Service contractor's project manager and CSO 2
SWTA	South West Transit Association

Terms and Acronyms	Definitions/Meanings
TAMP	Transit Asset Management Plan
TCRP	Transit Cooperative Research Project
Transit Manager	City's Transit Operations & Transportation Facilities Manager
TSI	Transportation Safety Institute
TRB	Transportation Research Board
WAVE	City's dial-a-ride service for seniors and disabled

Version Number and Updates *Record the complete history of successive versions of this plan.*			
Version Number	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
1	N/A	New Document	December 2020
2	Sections 2, 3, 4, 5, 6, 7	Update – PTASP Bipartisan Infrastructure Law (Section [illegible])	January 2023
3	Sections 1, 2, 3,5,6,7	Update – Director, CSO 1, CSO 2. New Requirements as per PTASP 49 CFR part 673 Version 4 (November 2024)	September 2026

Administrative Report

H.8., **File #** 26-0980 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE A TRANSIT SERVICES AGREEMENT WITH THE CITY OF HERMOSA BEACH FOR THE OPERATION OF BEACH CITIES TRANSIT LINE 109 FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 AND A FEE OF $19,761

APPROVE A TRANSIT SERVICES AGREEMENT WITH THE CITY OF El SEGUNDO FOR THE OPERATION OF BEACH CITIES TRANSIT LINE 109 FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 AND A FEE OF $69,152

ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2608-069, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-27 BUDGET MODIFICATION TO ALLOCATE $69,152 FROM THE CITY OF EL SEGUNDO AND $19,761 FROM THE CITY OF HERMOSA BEACH, FOR A TOTAL OF $88,913 FOR BEACH CITIES TRANSIT LINE 109 COST SHARING, TO THE CITY'S TRANSIT FUND

EXECUTIVE SUMMARY

The Community Services Transit Services Division provides regional bus service through Beach Cities Transit (BCT) Line 109, connecting several cities from Redondo Beach to Los Angeles International Airport (LAX). To support the operational costs of the line, which runs through Redondo Beach, Hermosa Beach, Manhattan Beach, and El Segundo, the City maintains agreements with each BCT Partner City. During the pandemic, COVID-19 relief funds provided sufficient supplemental funding to maintain Line 109 service without requiring contributions from the BCT Partner Cities. With those funds no longer available, cost-sharing resumed in FY 2025-26 and continues into FY 2026-27. The City of Hermosa Beach has approved a one-year funding agreement totaling $19,761 and the City of El Segundo has approved a one-year funding agreement totaling $69,152. Staff recommends City Council approve the proposed Agreements with the cities of Hermosa Beach and El Segundo to maintain Line 109 operations and adopt the associated Resolution appropriating the funding in the BCT Line 109 related Transit Fund.

BACKGROUND

The Transit Division of the Community Services Department provides a variety of transit services to the City of Redondo Beach as well as neighboring cities. BCT Line 109, the longest route within the BCT system, runs from Riviera Village to the LAX/Metro Transit Center, serving Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo, and LAX. In 2006, the City of Redondo Beach executed Transit Service Operation Agreements with the BCT Partner Cities to offset the cost of

operating BCT Line 109. This supplemental funding helps ensure continuity of service and supports operating expenses incurred by the transit operations contractor, fuel costs, and Real-Time Information (RTI). Subsequent agreements have been executed with the BCT Partner Cities since 2006.

The City of Redondo Beach received funding offsets from the BCT Partner Cities from the inception of Line 109 through FY 2018-19. From FY 2019-20 through FY 2024-25, the City received dedicated COVID-19 relief funds that offset the funding shortfalls for Line 109 operation, allowing partner cities to receive service without providing cost-sharing contributions. As COVID-19 relief funding is no longer available, and operating costs have continued to increase, cost-sharing resumed in FY 2025-26 and will also be utilized in FY 2026-27.

Offset Calculation

The proposed cost-sharing amount was calculated using the historical methodology established between the agencies, based on the percentage of revenue service miles that BCT Line 109 travels through Manhattan Beach. This methodology has been used in previous agreements and ensures the City's contribution remains proportional to the level of service provided. All funding collected under this Agreement will be applied directly to Beach Cities Transit Line 109 operating expenses.

Included below is an overview of historical offset funding provided by the BCT Partner Cities. BCT will utilize Proposition A Local Return Funds to cover the remaining costs that exceed BCT Partner Cities contributions.

Cost Sharing History Chart

City	Route Service Mile Allocation %	FY2018-19 Actual	FY2019-20 through FY2024-25 Actual	FY2025-26 Actual	FY2026-27 Projected
Redondo Beach	34.95%	$20,971	$0	$55,304	$63,600
Hermosa Beach	10.89%	$6,460	$0	$17,183	$19,761
Manhattan Beach	16.05%	$9,521	$0	$25,326	$29,125
El Segundo	38.11%	$22,606	$0	$60,132	$69,152
Total Contribution	100%	$59,558	$0	$157,945	$181,638

Hermosa Beach

The City of Hermosa Beach approved the proposed Agreement to provide its proportional share of $19,761 for BCT Line 109 services, with a one-year term running from July 1, 2026, through June 30, 2027.

El Segundo
The City of El Segundo approved the proposed Agreement to provide its proportional share of $69,152 for BCT Line 109 services, with a one-year term running from July 1, 2026, through June 30, 2027.

Manhattan Beach
The City of Manhattan Beach approved the proposed Agreement to provide its proportional share of $29,125 for BCT Line 109 services, with a one-year term running from July 1, 2026, through June 30, 2027. City Council approved this agreement on July 21, 2026.

Staff recommends the City Council approve the Transit Services Agreements with the Cities of Hermosa Beach and El Segundo for a total of $88,913 and adopt the attached Resolution appropriating these funds to the Transit Fund for Beach Cities Transit Line 109 operations.

COORDINATION
Staff from the Transit Services Division coordinated with the City of Hermosa Beach and the City of El Segundo on the development of the proposed Agreements, which have been approved as to form by the City Attorney's Office.

FISCAL IMPACT
Contributions from partner cities account for a small portion of the overall cost of BCT Line 109 services. The total annual cost of Line 109 is $2,449,583 and is primarily funded by transportation restricted Formula Allocation Procedure (FAP) and Proposition A Local Return funds. The funds provided by Hermosa Beach and El Segundo will be allocated to the applicable Transit Operations account to cover their proportional share of the Line 109 operating expenses.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS
- Agmt - Transit Service Operations Agreement with the City of Hermosa Beach
- Agmt - Transit Service Operations Agreement with the City of El Segundo
- Reso - No. CC-2608-069 Authorizing a FY 2026-27 Budget Modification to Allocate $88,913 for Cost Sharing for Beach Cities Transit Line 109

TRANSIT SERVICE OPERATION AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH AND
THE CITY OF HERMOSA BEACH

THIS TRANSIT SERVICE OPERATION AGREEMENT (this "Agreement") is entered into by and between the City of Redondo Beach ("Redondo Beach"), on behalf of Beach Cities Transit ("BCT"), which is a division of Redondo Beach, and the City of Hermosa Beach ("Hermosa Beach"). Redondo Beach and Hermosa Beach are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. **WHEREAS**, on July 1, 2006, Redondo Beach and Hermosa Beach entered into that certain Transit Service Operation Agreement ("First Agreement") to enable BCT Line 109 as described in **Attachment A** to take over public transportation services for the discontinued Los Angeles County Metropolitan Transportation Authority ("LACMTA") Line 439 for a two (2) year term.

B. **WHEREAS**, Redondo Beach and Hermosa Beach subsequently entered into new agreements relating to Line 109 in 2008, 2010, 2011, 2012, 2013, 2015, 2017, 2019, 2020, 2021, 2022, 2023, 2024, and 2025 (the "2025 Agreement").

C. **WHEREAS**, the 2025 Agreement expires on June 30, 2026, and the Parties desire to enter into a new agreement on the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. TERM

This Agreement shall be effective as of July 1, 2026, and shall have a one (1) year term expiring on June 30, 2027. Hermosa Beach acknowledges that an agreement in similar form to this Agreement or an amendment may be negotiated for continued Line 109 service beyond June 30, 2027. In the event Hermosa Beach intends to renew this Agreement, Hermosa Beach shall notify Redondo Beach of its intent to renew at least 182 days prior to the expiration of this term. Such notice shall not create any obligation on the part of Hermosa Beach to renew or extend this Agreement unless a new agreement is executed in writing by both parties.

2. SERVICE DESCRIPTION

A. Redondo Beach shall operate Line 109 consistent with the maps shown in **Attachment A**, which is attached hereto and by this reference incorporated herein ("Line 109" or the "Service").

B. Redondo Beach engage a qualified transportation contractor to provide bus services to Line 109 on the days of the week, service times and days, and frequencies of service equal to or better than that which was operated by BCT immediately prior to the effective date of this Agreement. The service schedules for Line 109, as

illustrated in **Attachment B** is attached hereto and by this reference incorporated herein.

C. Redondo Beach may adjust the route and schedule of Line 109; however, any changes or reductions to the Service in excess of 10% of service hours shall be brought to Hermosa Beach in writing for review and comment prior to implementation. Redondo Beach shall update all General Transit Feed specifications ("GTFS") infrastructure when any updates are made to the Line 109 route, timetables, or bus stop locations. It is critical that a new GTFS file be created and uploaded to all downstream infrastructure if any update is made to the route path, scheduled timetable, or change in the bus stop location since it will directly affect the quality of the data feed to customers via applications, such as Google Maps, Transit App.

D. Redondo Beach reserves its rights, at its sole discretion, to enter into contracts for Line 109 service with any other provider of its choice at any time without the approval of Hermosa Beach. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall assure that the contract includes provisions pertaining to insurance, age, maintenance and operation of vehicles, driver qualifications and other similar provisions typical of an agreement of that kind.

E. Redondo Beach shall base the percentage of cost for Line 109 on the route service mile calculations, as illustrated in **Attachment C**, which is attached hereto and by this reference incorporated herein

3. PASSENGER FARES

Redondo Beach may charge fares for the Service consistent with its existing fixed-route service. Redondo Beach will accept interagency transfers with adjacent transit operators and participate in the EZ Pass Program. Redondo Beach shall retain all farebox revenues. BCT Line 109 passenger fare revenues shall be used to offset operation expenses.

4. FUNDING

A. For costs associated with the operation of Line 109, Hermosa Beach shall pay Redondo Beach in accordance with this Section. Hermosa Beach shall not pay Redondo Beach for capital costs nor shall Hermosa Beach provide equipment to operate the Service.

B. **FY 2026-2027:** Funding from Hermosa Beach shall be $19,761 for fiscal year 2026-2027.

Service operating expenses are incorporated in the service hour rates and include without limitation, driver wages, general administration and overhead, and maintenance costs. The calculation for these estimated costs shall be in accordance with the Management Agreement for the Operation and Maintenance of Beach

Cities Transit Fixed Route Transit Between the City of Redondo Beach and Parking Concepts, Inc. dba Transportation Concepts**.** The estimated revenues shall be based on the LACMTA funding formula and the prior fiscal year's fare revenues for Line 109.

Real Time Information ("RTI") system operating expenses include without limitation, capital equipment, passenger/administration interface programs, cellular and internet hosting of RTI services and report management programs.

C. Redondo Beach is responsible for all marketing and promotion of the service. Notwithstanding the foregoing, Hermosa Beach may advertise at its sole expense, but any reference to BCT must be approved in writing by Redondo Beach prior to such reference. Only the BCT logo may be used to advertise or market the service.

D. On a quarterly basis, BCT will meet with the City of Hermosa Beach, City of Manhattan Beach, and City of El Segundo to develop and discuss:

(1) Marketing and communications strategies directed towards increasing BCT Line 109 ridership. Hermosa Beach shall provide assistance for public outreach and information to target Hermosa Beach residents and non-resident community members.

(2) Overview of the previous quarter's Line 109 service including updates on ridership, new initiatives, schedule and route updates, etc.

5. <u>REPORTING/INVOICING</u>

A. Redondo Beach shall report to Hermosa Beach on a quarterly basis, all of the following data for the Line 109 Service:

(1) Passengers carried
(2) Revenue hours operated
(3) Revenue miles operated
(4) Total operating costs, including service operating expenses and RTI capital and operating expenses

B. Redondo Beach shall submit said report to the Hermosa Beach City Manager or designee in writing within forty-five (45) days after the end of each reporting quarter.

C. Redondo Beach shall submit quarterly reports to the Hermosa Beach City Manager or designee.

D. Redondo Beach shall incorporate Line 109 data into its Federal Transit Administration's National Transit Data (NTD) annual report for the entire BCT fixed route transportation system. Redondo Beach shall provide to Hermosa Beach

annual NTD random sampling data which provides the statistics to estimate the number of passengers boarding and alighting by stop in Hermosa Beach, and the total estimated Hermosa Beach passengers. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall include provisions pertaining to insurance.

E. Hermosa Beach retains the right to audit the BCT's records of Line 109 Service, and to periodically monitor the Service.

F. Redondo Beach shall schedule quarterly joint meetings with the partnering cities of El Segundo, Hermosa Beach, and Manhattan Beach. Redondo Beach will provide a quarterly update of Line 109 services, and discuss coordinated marketing and public outreach efforts and operating and financing issues that affect BCT services.

6. INSPECTION OF RECORDS

BCT records relevant to this Agreement shall be available for inspection by Hermosa Beach at all reasonable times for a period of at least three (3) years for each year or after the expiration date, whichever comes first.

7. NON-DISCRIMINATION

No person shall on the grounds of race, color, religion, national origin, ancestry, age, sex, gender, gender identity, gender expression, age, sexual orientation, marital status, genetic information, physical or mental disability, military or veteran status, or any other protected classification under applicable federal or state law, be excluded from participation in, or be subject to discrimination in the operation of the Line 109 Service.

8. COORDINATION

A. Redondo Beach shall coordinate its BCT services, to the extent practical, so that passengers transferring between transit operators will have minimal waiting times. This coordination will require transit agencies to communicate with each other as many weeks as possible in advance of any planned schedule change to the services that may affect passenger transfers.

B. The Hermosa Beach Project Manager for this project shall be the City Manager or his/her designee. The BCT coordinator for this project shall be the Community Services Director or his/her designee.

9. WAIVER OF BREACH

The waiver of each Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10. NOTICES

A. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be given as follows:

(1) Personal Delivery. Personally delivered to the recipient. Notice is effective on delivery.

(2) First Class Mail. First class to the last address of the recipient known to the Party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

(3) Certified Mail. Certified mail with return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight Delivery. Delivered by an overnight delivery service, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Email. When sent by email, notice is effective on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received.

Addresses for purpose of giving notice shall be as follows:

Beach Cities Transit:

City of Redondo Beach
Transit Manager
Attention: Line 109
415 Diamond Street
Redondo Beach, CA 90277

Email: tyron.gunn@redondo.org

With a copy to:

City of Redondo Beach
The City Clerk's Office
415 Diamond Street
Redondo Beach, CA 90277-2836

Email: cityclerk@redondo.org

City of Hermosa Beach:

City of Hermosa Beach
Community Development Director
1315 Valley Drive
Hermosa Beach, CA 90254-3885
Attention: Alison Becker

Email: abecker@hermosabeach.gov
CC: kbales@hermosabeach.gov

With a copy to: City Clerk
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254-3885

Email: cityclerk@hermosabeach.gov

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, shall be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either Party may change its address or email by giving the other Party written notice of the change.

11. SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

12. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of Hermosa Beach and Redondo Beach as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the subject matter hereof. This Agreement may not be modified or altered except by written amendment executed by both Parties.

13. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

14. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from this Agreement will be in Los Angeles County, California.

15. COMPLIANCE WITH STATUTES AND REGULATIONS

BCT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

16. NON-LIABILITY OF CITIES

No officer or employee of either city shall be personally liable to the other, in the event of any default or breach thereunder.

17. INDEMNIFICATION

To the fullest extent permitted by law, each Party ("Indemnifying Party") hereby agrees to defend, protect, indemnify and hold harmless the other Party (the "Indemnified Party"), its elected and appointed officials, officers, employees, contractors, volunteers, agents, and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney's fees, expert fees and costs of suit, to the extent arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the Indemnifying Party, its officials, officers, employees, contractors, volunteers, agents, or members of boards and commissions in the performance of this Agreement.

Neither Party shall be obligated to indemnify the other for any claim to the extent arising from the negligence or willful misconduct of the Indemnified Party, its officials, officers, employees, contractors, volunteers, agents, or members of boards and commissions. Where a claim arises from the concurrent negligence or willful misconduct of both Parties, or their officials, officers, employees, contractors, volunteers, agents, or members of boards and commissions each Party's indemnity obligation shall be limited to its proportionate share of fault.

This indemnification obligation shall survive the expiration or termination of this Agreement and shall not be limited by any insurance coverage maintained by either Party.

18. AUTHORITY

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into and execute this Agreement on behalf of each respective Party.

SIGNATURES FOLLOW ON NEXT PAGE

TRANSIT SERVICE OPERATION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF EL SEGUNDO

THIS TRANSIT SERVICE OPERATION AGREEMENT (this "Agreement") is entered into by and between the City of Redondo Beach ("Redondo Beach"), on behalf of Beach Cities Transit ("BCT"), which is a division of Redondo Beach, and the City of El Segundo ("El Segundo"). Redondo Beach and El Segundo are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. **WHEREAS,** pursuant to Government Code section 54981, the legislative body of any local agency (here, El Segundo) may contract with another local agency (here, Redondo Beach) for the performance of municipal services or functions within the territory of the former.

B. **WHEREAS,** on July 1, 2006, Redondo Beach and El Segundo entered into that certain Transit Service Operation Agreement to enable BCT Line 109 as described in **Attachment A** to take over public transportation services for the discontinued Los Angeles County Metropolitan Transportation Authority ("LACMTA") Line 439 for a two (2) year term.

C. **WHEREAS**, Redondo Beach and El Segundo subsequently entered into new agreements relating to Line 109 in 2008, 2010, 2011, 2012, 2013, 2015, 2017, 2019, 2020, 2021, 2022, 2023, 2024, and 2025 (the "2025 Agreement").

D. **WHEREAS**, the 2025 Agreement expires on June 30, 2026, and the Parties desire to enter into a new agreement on the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. TERM

This Agreement shall be effective as of July 1, 2026, and shall have a one (1) year term expiring on June 30, 2027. El Segundo acknowledges that an agreement in similar form to this Agreement or an amendment may be negotiated for continued Line 109 service beyond June 30, 2027. In the event El Segundo intends to renew this Agreement, El Segundo shall notify Redondo Beach of its intent to renew at least 182 days prior to the expiration of this term.

2. SERVICE DESCRIPTION

A. Redondo Beach shall operate Line 109 consistent with the maps shown in **Attachment A**, which is attached hereto and by this reference incorporated herein ("Line 109" or the "Service").

B. Redondo Beach shall engage a qualified transportation contractor to provide bus services to Line 109 on the days of the week; service times and days; and frequencies of service equal to or better than that which was operated by BCT immediately before the effective

date of this Agreement. The current service schedule for Line 109 is illustrated in **Attachment B**, which is attached hereto and by this reference incorporated herein.

C. Redondo Beach may adjust the route and schedule of Line 109; however, any changes or reductions to the Service in excess of 10% of service hours shall be brought to El Segundo in writing for review and comment prior to implementation.

D. Redondo Beach may, in its sole discretion, enter into contracts for Line 109 service with any other provider of its choice at any time without the approval of El Segundo. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall assure that the contract includes provisions pertaining to insurance, age, maintenance and operation of vehicles, driver qualifications and other similar provisions typical of an agreement of that kind. Redondo Beach will require the City's Transit contractor to provide an Additional Insured Endorsement that contains General Liability and Automobile Liability Coverages for El Segundo, its officers, elected and appointed officials, employees and volunteers.

E. Redondo Beach shall base the percentage of cost for Line 109 on the route service mile calculations, as illustrated in the **Attachment C,** which is attached hereto and by this reference incorporated herein.

3. PASSENGER FARES

Redondo Beach may charge fares for the Service consistent with its existing fixed-route service as described in **Attachment A**. Redondo Beach will accept interagency transfers with adjacent transit operators and participate in the EZ Pass Program. Redondo Beach shall retain all farebox revenues. BCT Line 109 passenger fare revenues shall be used to offset operation expenses.

4. FUNDING

A. El Segundo shall pay Redondo Beach for costs in associated with operating Line 109 in accordance with this Section. El Segundo shall not pay Redondo Beach for capital costs nor shall El Segundo provide any equipment to operate the Service.

B. **FY 2026-2027:** Operations Funding from El Segundo shall be $69,152 for fiscal year 2026-2027.

In the event Redondo Beach incurs a shortfall in funding, El Segundo's funding contribution will be based on the number of miles of the BCT Line 109 route (as described in **Attachment C**) within El Segundo's boundaries and other cities' Line 109 route miles will not factor into El Segundo's funding contribution.

A shortfall occurs when the (1) the estimated costs exceed the (2) estimated operating revenues for the respective fiscal year. The estimated costs shall be based on (1) the prior year's Line 109 service hours multiplied by the applicable service hour rates plus (2) the prior year's fuel costs plus an estimated CPI increase plus (3) estimated costs for RTI systems. The estimated revenues shall be based on the LACMTA funding formula and the prior fiscal year's fare revenues for Line 109.

Operating expenses are incorporated in the service hour rates and include without limitation, driver wages, general administration and overhead, and maintenance costs. Real Time Information ("RTI") Systems operating expenses include without limitation, capital equipment, passenger/administration interface programs, cellular and internet hosting of RTI services and report management programs.

C. Redondo Beach is responsible for all marketing and promotion of the Service. However, El Segundo may advertise the Service at its sole expense in community newsletters and recreational brochures at its sole expense. El Segundo may also advertise the Service at its sole expense in other mediums, but any reference to BCT in such advertising must be approved in writing by Redondo Beach. The BCT logo cannot be used without Redondo Beach's prior approval.

D. On at least a quarterly basis, BCT will meet with El Segundo to develop additional marketing strategies directed towards increasing BCT Line 109 ridership. El Segundo shall provide assistance for public outreach and information to target El Segundo residents and non-resident community members.

5. REPORTING/INVOICING

A. Redondo Beach shall report to El Segundo on a quarterly basis, all of the following data for the Line 109 Service:

(1) Passengers carried
(2) Revenue hours operated
(3) Revenue miles operated
(4) Total operating costs, including service operating expenses and RTI capital and operating expenses

B. Redondo Beach shall submit said report to El Segundo in writing within forty-five (45) days after the end of each reporting quarter.

C. Redondo Beach shall submit quarterly reports to El Segundo.

D. Redondo Beach shall incorporate Line 109 data into its Federal Transit Administration's National Transit Data (NTD) annual report for the entire BCT fixed route transportation system. Redondo Beach shall provide to El Segundo annual NTD random sampling data which provides the statistics to estimate the number of passengers boarding and alighting by stop in El Segundo, and the total estimated El Segundo passengers. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall include provisions pertaining to insurance.

E. El Segundo retains the right to audit the BCT's records of Line 109 Service, and to periodically monitor the Service.

F. Redondo Beach shall schedule quarterly joint meetings with the partnering cities of El Segundo, Hermosa Beach, and Manhattan Beach. Redondo Beach will provide a quarterly update of Line 109 services, and discuss coordinated marketing and public outreach efforts and operating and financing issues that affect BCT services.

6. INSPECTION OF RECORDS

BCT records relevant to this Agreement shall be available for inspection by El Segundo at all reasonable times for a period of at least three (3) years for each year or after the expiration date, whichever comes first.

7. NON-DISCRIMINATION

No person shall on the grounds of race, color, religion, national origin, ancestry, age, sex, gender, gender identity, gender expression, age, sexual orientation, marital status, genetic information, physical or mental disability, military or veteran status, or any other protected classification under applicable federal or state law, be excluded from participation in, or be subject to discrimination in the operation of the Line 109 Service.

8. COORDINATION

A. Redondo Beach shall coordinate its BCT services, to the extent practical, so that passengers transferring between transit operators will have minimal waiting times. This coordination will require transit agencies to communicate with each other as many weeks as possible in advance of any planned schedule change to the services that may affect passenger transfers.

B. The El Segundo Project Manager for this project shall be the Recreation and Parks Director, or designee. BCT coordinator for this project shall be the Community Services Director or designee.

9. WAIVER OF BREACH

The waiver of each Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10. NOTICES

A. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be given as follows:

(1) Personal Delivery. Personally delivered to the recipient. Notice is effective on delivery.

(2) First Class Mail. First class to the last address of the recipient known to the Party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

(3) Certified Mail. Certified mail with return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight Delivery. Delivered by an overnight delivery service, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Facsimile Transmission. Sent by fax to the last fax number of the recipient known to the Party giving notice. Notice is effective upon receipt. Any notice given by fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

(6) Email. When sent by email, notice is effective on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received.

Addresses for purpose of giving notice shall be as follows:

Beach Cities Transit:

City of Redondo Beach
Transit Manager
415 Diamond Street
Redondo Beach, CA 90277
Attention: Line 109

Email: tyron.gunn@redondo.org
Fax Number: 310-798-8273

With a copy to:

City of Redondo Beach
The City Clerk's Office
415 Diamond Street
Redondo Beach, CA 90277-2836
Attention: City Clerk

Email: cityclerk@redondo.org
Fax Number: 310-374-0220

El Segundo:

City of El Segundo
Recreation, Parks, and Library Director
350 Main Street
El Segundo, CA 90245-3813
Attention: Aly Mancini

Email: amancini@elsegundo.org

With a copy to:

City of El Segundo
City Clerk
350 Main Street
El Segundo, CA 90245-3813
Attention: City Clerk

Email: allcityclerks@elsegundo.org

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, shall be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either Party may change its address, fax number, or email by giving the other Party written notice of the change.

11. SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

12. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of El Segundo and Redondo Beach as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the subject matter hereof. This Agreement may not be modified or altered except by written amendment executed by both Parties.

13. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

14. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from this Agreement will be in Los Angeles County, California.

15. COMPLIANCE WITH STATUTES AND REGULATIONS

BCT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

16. NON-LIABILITY OF CITIES

No officer or employee of either city shall be personally liable to the other, in the event of any default or breach thereunder.

17. INDEMNIFICATION

To the fullest extent permitted by law, each Party ("Indemnifying Party") hereby agrees to defend, protect, indemnify and hold harmless the other Party (the "Indemnified Party"), its elected and appointed officials, officers, employees, contractors, volunteers, agents, and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney's fees, expert fees and costs of suit, to the extent arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the Indemnifying Party, its officials, officers, employees, contractors, volunteers, agents, or members of boards and commissions in the performance of this Agreement.

Neither Party shall be obligated to indemnify the other for any claim to the extent arising from the negligence or willful misconduct of the Indemnified Party, its officials, officers, employees, agents, contractors, volunteers, agents, or members of boards and commissions.

Where a claim arises from the concurrent fault of both Parties, each Party's indemnity obligation shall be limited to its proportionate share of fault.

Notwithstanding any other provision of this Agreement, Redondo Beach shall have no obligation to defend, indemnify, or hold harmless El Segundo for any claim arising from the condition, design, construction, maintenance, repair, or operation of El Segundo's streets, sidewalks, bus stops, bus shelters, benches, signage, lighting, or other public infrastructure, property, or rights-of-way, regardless of whether such claim is asserted to be related to Line 109 or the Service.

This indemnification obligation shall survive the expiration or termination of this Agreement and shall not be limited by any insurance coverage maintained by either Party.

18. AUTHORITY

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into and execute this Agreement on behalf of each respective Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement, as of this 18th day of August, 2026.

CITY OF REDONDO BEACH

By: _____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, City Clerk

CITY OF EL SEGUNDO

By: _____
Chris Pimentel, Mayor

APPROVED AS TO FORM:

_____ For
Mark D. Hensley, City Attorney

ATTEST:

_____ for
Susan Truax, City Clerk

Attachment A: Line 109 Map



Attachment B: BCT Line 109 Time Schedule

Line 109 Redondo Beach Riviera Village – LAX City Bus Center

NORTHBOUND Redondo Beach Riviera Village to LAX City Bus Center

SOUTHBOUND LAX City Bus Center to Redondo Beach Riviera Village

MONDAY THROUGH FRIDAY

7 Palos Verdes Bl & Via Valencia	8 Hermosa Ave & 10th St	9 Highland Ave & 14th St	10 Park Place at Douglas	11 Main St & Holly Ave	12 Aviation Bl & Imperial Hwy	13 LAX/Metro TC
–	–	–	–	–	–	–
–	–	–	–	–	–	–
6:00	6:17	6:28	6:42	6:53	7:03	7:08
6:30	6:47	6:58	7:12	7:23	7:33	7:38
7:08	7:25	7:36	7:50	8:01	8:11	8:16
7:38	7:55	8:06	8:20	8:35	8:45	8:50
8:36	8:53	9:04	9:18	9:33	9:43	9:48
9:06	9:23	9:34	9:48	10:03	10:13	10:18
9:54	10:11	10:22	10:36	10:51	11:01	11:06
10:28	10:45	10:56	11:10	11:25	11:35	11:40
11:26	11:43	11:54	**12:08**	**12:23**	**12:33**	**12:38**
11:56	**12:13**	**12:24**	**12:38**	**12:53**	**1:03**	**1:08**
12:49	**1:06**	**1:17**	**1:31**	**1:46**	**1:56**	**2:01**
1:23	**1:40**	**1:51**	**2:05**	**2:20**	**2:30**	**2:35**
2:21	**2:38**	**2:49**	**3:03**	**3:18**	**3:28**	**3:33**
2:51	**3:08**	**3:19**	**3:33**	**3:48**	**3:58**	**4:03**
3:39	**3:56**	**4:07**	**4:21**	**4:36**	**4:46**	**4:51**
4:13	**4:30**	**4:41**	**4:55**	**5:10**	**5:20**	**5:25**
5:11	**5:28**	**5:39**	**5:53**	**6:08**	**6:18**	**6:23**
5:41	**5:58**	**6:09**	**6:23**	**6:38**	**6:48**	**6:53**
6:29	**6:46**	**6:57**	**7:11**	**7:26**	**7:36**	**7:41**
7:03	**7:20**	**7:31**	**7:45**	**8:00**	**8:10**	**8:15**
7:56	**8:13**	**8:24**	**8:38**	**8:53**	**9:03**	**9:08**
AM	**PM**					

13 LAX/Metro TC	12 Aviation Bl & Imperial Hwy	11 Main St & Holly Ave	10 Park Place at Douglas	9 Highland Ave & 14th St	8 Hermosa Ave & 11th St	7 Palos Verdes Bl & Via Valencia
5:45	5:50	6:04	6:22	6:34	6:43	6:58
6:15	6:20	6:34	6:52	7:04	7:13	7:28
7:13	7:18	7:32	7:50	8:02	8:11	8:26
7:43	7:48	8:02	8:20	8:32	8:41	8:56
8:31	8:36	8:50	9:08	9:20	9:29	9:44
9:05	9:10	9:24	9:42	9:54	10:03	10:18
10:03	10:08	10:22	10:40	10:52	11:01	11:16
10:33	10:38	10:52	11:10	11:22	11:31	11:46
11:26	11:31	11:45	**12:03**	**12:15**	**12:24**	**12:39**
12:00	**12:05**	**12:19**	**12:37**	**12:49**	**12:58**	**1:13**
12:58	**1:03**	**1:17**	**1:35**	**1:47**	**1:56**	**2:11**
1:28	**1:33**	**1:47**	**2:05**	**2:17**	**2:26**	**2:41**
2:16	**2:21**	**2:35**	**2:53**	**3:05**	**3:14**	**3:29**
2:50	**2:55**	**3:09**	**3:27**	**3:39**	**3:48**	**4:03**
3:48	**3:53**	**4:07**	**4:25**	**4:37**	**4:46**	**5:01**
4:18	**4:23**	**4:37**	**4:55**	**5:07**	**5:16**	**5:31**
5:06	**5:11**	**5:25**	**5:43**	**5:55**	**6:04**	**6:19**
5:40	**5:45**	**5:59**	**6:17**	**6:29**	**6:38**	**6:53**
6:38	**6:43**	**6:57**	**7:15**	**7:27**	**7:36**	**7:51**
7:08	**7:13**	**7:27**	**7:45**	**7:57**	**8:06**	**8:21**
7:56	**8:01**	**8:15**	**8:33**	**8:45**	**8:54**	**9:09**
AM	**PM**					

SATURDAY & SUNDAY

7	8	9	10	11	12	13
–	–	–	–	–	–	–
6:05	6:22	6:33	6:47	7:02	7:12	7:17
7:05	7:22	7:33	7:47	8:02	8:12	8:17
8:08	8:25	8:36	8:50	9:05	9:15	9:20
8:45	9:02	9:13	9:27	9:42	9:52	9:57
9:45	10:02	10:13	10:27	10:42	10:52	10:57
10:58	11:15	11:26	11:40	11:55	**12:05**	**12:10**
11:35	11:52	**12:03**	**12:17**	**12:32**	**12:42**	**12:47**
12:35	**12:52**	**1:03**	**1:17**	**1:32**	**1:42**	**1:47**
1:53	**2:10**	**2:21**	**2:35**	**2:50**	**3:00**	**3:05**
2:30	**2:47**	**2:58**	**3:12**	**3:27**	**3:37**	**3:42**
3:30	**3:47**	**3:58**	**4:12**	**4:27**	**4:37**	**4:42**
4:43	**5:00**	**5:11**	**5:25**	**5:40**	**5:50**	**5:55**
5:20	**5:37**	**5:48**	**6:02**	**6:17**	**6:27**	**6:32**
6:20	**6:37**	**6:48**	**7:02**	**7:17**	**7:27**	**7:32**
7:33	**7:50**	**8:01**	**8:15**	**8:30**	**8:40**	**8:45**
8:05	**8:22**	**8:33**	**8:47**	**9:02**	**9:12**	**9:17**
AM	**PM**					

13	12	11	10	9	8	7
6:45	6:50	7:04	7:22	7:34	7:43	7:58
7:22	7:27	7:41	7:59	8:11	8:20	8:35
8:22	8:27	8:41	8:59	9:11	9:20	9:35
9:35	9:40	9:54	10:12	10:24	10:33	10:48
10:12	10:17	10:31	10:49	11:01	11:10	11:25
11:12	11:17	11:31	11:49	**12:01**	**12:10**	**12:25**
12:30	**12:35**	**12:49**	**1:07**	**1:19**	**1:28**	**1:43**
1:07	**1:12**	**1:26**	**1:44**	**1:56**	**2:05**	**2:20**
2:07	**2:12**	**2:26**	**2:44**	**2:56**	**3:05**	**3:20**
3:20	**3:25**	**3:39**	**3:57**	**4:09**	**4:18**	**4:33**
3:57	**4:02**	**4:16**	**4:34**	**4:46**	**4:55**	**5:10**
4:57	**5:02**	**5:16**	**5:34**	**5:46**	**5:55**	**6:10**
6:10	**6:15**	**6:29**	**6:47**	**6:59**	**7:08**	**7:23**
6:47	**6:52**	**7:06**	**7:24**	**7:36**	**7:45**	**8:00**
7:47	**7:52**	**8:06**	**8:24**	**8:36**	**8:45**	**9:00**
8:50	**8:55**	**9:09**	**9:27**	**9:39**	**9:48**	**10:03**
AM	**PM**					

Attachment C
Beach Cities Transit Line 109
Route Service Mile Calculations by City

Route Miles	NB Miles	SB Miles	*Average Miles Per City*	*Allocation Formula %*
Redondo Beach & Los Angeles	5.3	6.9	***6.1***	***34.95%***
Hermosa Beach	2.2	1.6	***1.90***	***10.89%***
Manhattan Beach	3.4	2.2	***2.8***	***16.05%***
El Segundo	7.7	5.6	***6.65***	***38.11%***
Total Miles	18.6	16.3	***17.45***	***100.00%***

RESOLUTION NO. CC-2608-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO ALLOCATE $69,152 FROM THE CITY OF EL SEGUNDO AND $19,761 FROM THE CITY OF HERMOSA BEACH, FOR A TOTAL OF $88,913 FOR THE BEACH CITIES TRANSIT LINE 109 COST SHARING TO THE TRANSIT FUND

WHEREAS, it is the intention of the City Council of Redondo Beach ("City Council") to review the adopted budget from time to time;

WHEREAS, the City of Redondo Beach's adopted budget needs to be modified to allocate monies from outside sources to fund necessary expenditures;

WHEREAS, the City of Redondo Beach ("City") and the Cities of Hermosa Beach and El Segundo entered into Transit Service Operations Agreements (the "Agreements"), effective July 1, 2026, under which the City will provide Beach Cities Transit ("BCT") Line 109 service throughout the Cities of Hermosa Beach and El Segundo;

WHEREAS, pursuant to the Agreements, the City of El Segundo will contribute $69,152 and the City of Hermosa Beach will contribute $19,761, for a total of $88,913 to the City to support BCT Line 109 operations throughout the Cities of Hermosa Beach and El Segundo; and

WHEREAS, the $88,913 contribution from the Cities of Hermosa Beach and El Segundo was not included in the adopted Fiscal Year 2026-2027 Budget, and a budget modification is necessary to recognize the additional revenue and allocate the funds to the Transit Fund to support bus operations for BCT Line 109.

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

SECTION 1. The amounts allocated in the Fiscal Year 2026-2027 Budget need to be modified to recognize additional revenue received during the budget year; and, upon recommendation of the City Manager, the budget as adopted for Fiscal Year 2026-2027 is modified as follows:

> Funds in the amount of sixty-nine thousand, one hundred fifty-two dollars ($69,152) from the City of El Segundo and nineteen thousand, seven hundred sixty-one dollars ($19,761) from the City of Hermosa Beach, for a total of eighty-eight thousand, nine hundred thirteen dollars ($88,913) shall be allocated to the Transit Fund.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2026-2027 in accordance with the above modification.

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 18th day of August, 2026.

James A. Light, Mayor

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

ATTEST:

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-2608-069 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 18th day of August, 2026, 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

H.9., **File #** 26-0983 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR ASSEMBLY BILL 2296, WHICH IF APPROVED BY THE STATE, WOULD PROVIDE CITIES MORE TIME TO PROCESS THEIR HOUSING ELEMENTS

AUTHORIZE THE MAYOR TO SIGN LETTERS OF OPPOSITION TO ASSEMBLY BILL 1751, WHICH IF APPROVED BY THE STATE, WOULD REQUIRE LOCAL GOVERNMENTS TO MINISTERIALLY APPROVE TOWNHOMES THAT ARE LESS THAN THREE STORIES IN MULTIFAMILY ZONES AND VACANT SINGLE-FAMILY ZONES REGARDLESS OF COMPLIANCE WITH STATE CERTIFIED HOUSING ELEMENTS; AND SENATE BILL 1117, WHICH IF APPROVED BY THE STATE, WOULD LIMIT IMPACT FEES CITIES CAN COLLECT FOR ACCESSORY DWELLING UNITS LARGER THAN 750 SQUARE FEET

AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT ENCOURAGING THE GOVERNOR TO SIGN SENATE BILL 922, WHICH IF APPROVED BY THE STATE, WOULD ALLOW CITIES TO RECOVER STREET MAINTENANCE AND REPAIR COSTS CAUSED BY HEAVY ESSENTIAL PUBLIC SERVICE VEHICLES

EXECUTIVE SUMMARY

Consistent with the City's Legislative Action Platform, draft position letters are to be presented to the City Council whenever practical. Therefore, staff is providing the draft position letters for Assembly Bill 2296, Assembly Bill 1751, and Senate Bill 1117 for the City Council's consideration. Staff is also providing a draft letter of support requesting the Governor's signature on Senate Bill 922.

BACKGROUND

Assembly Bill (AB) 2296 Papan

AB 2296 seeks to update the statewide process for determining and allocating regional housing needs by extending several key deadlines. Cities forming subregional groups would have 34 months before a housing element update rather than 28, and Council of Governments would have 31 months instead of 25 to finalize allocations. AB 2296 also requires the California Department of Housing and Community Development (HCD) to provide detailed written corrections, including recommended text, when a jurisdiction's draft housing element is found non-compliant. These changes would help to ease future housing element updates, reduce the risk of noncompliance, and protect the City's eligibility for state housing and infrastructure funding. Submitting a letter of support for AB 2296

would help ensure the City's interest are considered as the bill evolves and reaffirms the City's support for continued refinement and clarification of the State housing element review process.

Assembly Bill (AB) 1751 Quirk-Silva

AB 1751, also called the "Missing Middle Townhome Ownership Act," seeks to create a statewide ministerial approval process for qualifying townhome development, which is defined as townhomes up to three stories and attached or closely spaced. Cities would be required to approve townhome development applications and related subdivision maps based solely on objective zoning, subdivision, and design standards. AB 1751 would also prohibit local requirements that restrict achieving at least 75% of state minimum density standards or impose additional conditions tied to the streamlined process. For the City, AB 1751 could force approval of projects that exceed water, sewer, transportation, and emergency service assumptions analyzed in the City's state certified Housing Element, while also potentially reducing planned density on designated housing sites thereby triggering "no net loss" requirements. Submitting a letter of opposition for AB 1751 would help ensure the City's concerns about infrastructure capacity, planning, and long-term housing compliance are part of the legislative record as the bill advances.

Senate Bill (SB) 1117 Cervantes

SB 1117, also called the "Accessory Dwelling Units and Junior Accessory Dwelling Units" bill, seeks to clarify how local impact fees are applied to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). Under current law, ADUs that are 750 square feet or smaller are exempt from most impact fees, while larger units are charged proportional fees. SB 1117 would further restrict how cities calculate impact fees for ADUs by requiring that fees for ADUs exceeding 750 square feet be applied only to the square footage above 750 square feet. This could reduce the City's ability to recover the full cost of providing essential infrastructure and public services needed to support additional ADU development and shift more of the long-term financial burden for infrastructure upgrades to the City's General Fund. Submitting a letter of opposition for SB 1117 would help ensure the City's concerns about infrastructure capacity and fiscal impact are part of the legislative record as the bill advances.

If the City Council approves the position letters for AB 2296, AB 1751, and SB 1117, staff will disseminate the letters to locally elected Legislators and upload them to the State's new electronic portal, which automatically distributes letters to offices of the appropriate elected officials and committee(s) of jurisdiction.

Senate Bill (SB) 922 Laird

SB 922 pertains to road impact fees and seeks to clarify that only weight-based charges are prohibited from collection while reaffirming that service-related fees may be used to address roadway impacts associated with essential public service operations. Local governments commonly recover street maintenance costs caused by heavy public service vehicles (i.e. trash trucks) through service fees or franchise agreements, ensuring these costs do not fall on the General Fund. The City receives about $350,000 annually in vehicle road impact fees from its solid waste hauler, which supports the Citywide Slurry Seal Program and Residential Street Rehabilitation Program. Losing this revenue would hinder progress towards improving the City's Pavement Condition Index (PCI), which is already strained by rising construction costs.

The City Council approved letters of support for SB 922 on March 17, 2026 and June 9, 2026, to ensure the City's position was communicated as the bill progressed through the legislative process.

SB 922 is now on the Governor's desk for consideration, therefore, an updated letter of support requesting the Governor's signature is included for the City Council's consideration. If the City Council approves the updated letter, staff will submit it to the Governor's Office.

COORDINATION

The City Manager's prepared the draft position letters and this report.

FISCAL IMPACT

There is no fiscal impact associated with authorizing the Mayor to sign the position letters.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Letter of Support - AB 2296
- Letter of Opposition - AB 1751
- Letter of Opposition - SB 1117
- Letter of Support for Governor's Signature - SB 922

August 18, 2026

The Honorable Diane Papan
Member, California State Assembly
1021 O Street, Suite 4220
Sacramento, CA 95814

RE: **AB 2296 (Papan) Planning and zoning: housing element: regional housing needs allocation**
Notice of Support *(As of April 16, 2026)*

Dear Assembly Member Papan,

The City of Redondo Beach is pleased to support your measure AB 2296 (Papan), which would allow local governments to begin the housing element update process six months early, provide greater certainty and reduce ambiguity in the housing element review process.

Since 1969, California's local governments have planned and selected sites for housing at all income levels through the housing element portion of a local government's general plan. Every five to eight years, local governments are required to adopt a blueprint outlining where developers can or cannot build residential developments within their respective communities and obtain certification from HCD. Local governments plan for their fair share of housing development as determined through the Regional Housing Needs Allocation (RHNA) process. As part of this complex process, local governments submit in their housing elements a variety of essential data, actions, and programs to promote fair, equitable, and affordable housing in their community. Currently, local jurisdictions are planning and zoning for nearly 2.5 million additional homes statewide.

During the 6th RHNA cycle, local governments experienced various challenges in obtaining certification from HCD. Some of the challenges include multiple housing element drafts before certification within a short timeline for completing these complex documents, a nearly 126% increase in the duration to complete the housing element compared to the 5th RHNA Cycle, a lack of clarity regarding what the state expects from local governments when reviewing additional housing element drafts, and an ever-changing legal environment mid-cycle that local jurisdictions must account for and incorporate into their housing elements.

For the City of Redondo Beach, these challenges were further magnified by our built-out coastal setting, limited remaining development sites, and the need to balance ambitious housing targets with infrastructure capacity and community livability. Beginning the housing element update process six months early would provide Redondo Beach with valuable additional time to identify appropriate sites, conduct required environmental and infrastructure analyses, and integrate evolving state requirements into a legally compliant and context-sensitive document. This added clarity and predictability would support more effective long-range planning and strengthen our ability to deliver fair, equitable, and sustainable housing opportunities.

AB 2296 would address these issues by allowing local governments to begin updating their housing element six months early. The bill would also require HCD to provide specific text and analysis that must be included in the housing element to remedy deficiencies, ensuring that local governments are not penalized when HCD identifies additional deficiencies not previously identified in prior review letters. For these reasons, the City of Redondo Beach is pleased to support AB 2296 (Papan).

Sincerely,

James A. Light
Mayor, City of Redondo Beach

August 18, 2026

The Honorable Sharon Quirk-Silva
Member, California State Assembly
1021 O St., Room 4210
Sacramento, CA 95814

RE: **AB 1751 (Quirk-Silva) Missing Middle Townhome Ownership Act**
Notice of Opposition *(As of May 18, 2026)*

Dear Honorable Sharon Quirk-Silva,

The City of Redondo Beach respectfully opposes AB 1751 (Quirk-Silva), which would require local agencies to ministerially approve both the application for a townhome development project and the parcel map or tentative and final map in multifamily residential zones or underutilized single-family zones.

The City of Redondo Beach supports efforts to increase housing production and expand homeownership opportunities. However, AB 1751 would bypass important local review processes that help ensure new subdivisions are supported by adequate infrastructure, public services, and orderly development. Under the Subdivision Map Act, local agencies review and approve proposed subdivisions, including parcel maps for four or fewer parcels and tentative and final maps for subdivisions of five or more parcels. This process is essential to ensure that new housing can be served by roads, utilities, water, sewer, emergency response, and other local services.

AB 1751 also bypasses the state-mandated local planning effort and forces cities to approve all maps for a townhome development project, even if it would exceed the residential capacity and infrastructure assumptions evaluated and certified by the state, creating potential unintended consequences for infrastructure and public services. AB 1751 disregards state-approved housing plans and zoning requirements, despite the multi-year effort to identify sites suitable for new housing development in coordination with smart residential growth.

For the City of Redondo Beach, AB 1751 presents significant concerns due to the impacts it could have on local infrastructure capacity, established planning frameworks, and long-term housing compliance obligations. As a built-out coastal community, Redondo Beach relies on its established subdivision and mapping review processes to ensure that new townhome development, whether in multifamily zones or underutilized

single-family areas, can be adequately served by transportation networks, utilities, water and sewer systems, emergency response, and other critical public facilities.

Requiring the City to ministerially approve parcel maps and subdivision maps regardless of site-specific infrastructure limitations or the City's planning and environmental review standards removes essential tools needed to maintain safe, orderly growth. AB 1751 could force approval of projects that exceed the infrastructure assumptions analyzed in the City's certified Housing Element, resulting in unplanned strain on public services and shifting financial burdens to the General Fund. This poses particular challenges for Redondo Beach as we work to balance state-mandated housing production with the realities of aging coastal infrastructure and community expectations for safe, well-planned neighborhoods.

Additionally, the measure may require a city to approve a townhome development at a lower density than the amount of planned density in that multifamily zone. Specifically, AB 1751 allows projects that are three stories or fewer and meet at least 75 percent of the state's minimum density standards to qualify for by-right approval. In jurisdictions that planned for higher densities on specific sites, this could result in fewer units being built than planned for, requiring cities to identify additional sites to remain compliant with state Housing Element Law and "no net loss" requirements. For these reasons, the City of Redondo Beach respectfully opposes AB 1751 (Quirk-Silva).

Sincerely,

James A. Light
Mayor, City of Redondo Beach

August 18, 2026

The Honorable Sabrina Cervantes
Member, California State Senate
1021 O Street, Suite 7330
Sacramento, CA 95814

RE: **SB 1117 (Cervantes) Accessory dwelling units and junior accessory dwelling units.**
Notice of Opposition *(As of July 8, 2026)*

Dear Senator Cervantes,

The City of Redondo Beach respectfully opposes SB 1117 (Cervantes), which would limit the amount of impact fees a local government could charge on an Accessory Dwelling Unit (ADU) larger than 750 square feet for up to two ADUs on a lot.

Cities understand the importance of increasing housing opportunities and recognize the role ADUs play in helping address California's housing shortage. However, local governments are also responsible for ensuring that communities have the infrastructure and public services necessary to support additional residential development. Roads, water and sewer systems, parks, fire protection, and other essential public facilities must be adequately funded to serve both existing and future residents.

Under existing law, the Mitigation Fee Act already strictly regulates development impact fees by requiring local agencies to demonstrate a clear nexus between the fee charged and the impacts created by development. These fees are not arbitrary and may only cover the reasonable cost of providing necessary public infrastructure and services. SB 1117 would undermine this framework by imposing an artificial cap on fees regardless of actual infrastructure costs or local community needs. The on-the-ground reality is that the need for infrastructure and public services does not go away if fees are reduced, and local governments have limited general fund cash to cover upfront costs of these essential public goods to support livable, equitable, and thriving communities

For the City of Redondo Beach, SB 1117 presents additional concerns given our unique coastal infrastructure, aging utilities, and already constrained funding sources. As a built-out community experiencing increased demand for housing, Redondo Beach

relies on impact fees to ensure that new development, including larger ADUs, contributes its fair share toward the improvements needed to maintain safe streets, resilient public facilities, and a high quality of life.

Imposing limits on these fees would shift the financial burden for necessary infrastructure upgrades onto existing residents and the City's General Fund. Without the ability to recover the true cost of supporting additional ADU development, Redondo Beach risks widening fiscal gaps and facing heightened challenges in meeting state housing goals while preserving the essential services our community depends on.

Additionally, limiting local governments' ability to collect appropriate mitigation fees may create challenges in addressing environmental impacts associated with new development and could expose local agencies to increased legal and fiscal uncertainty. Effectively addressing California's housing crisis requires aligning housing production with investments in infrastructure, since communities cannot be healthy, equitable, or livable without the facilities these fees support. For these reasons, the City of Redondo Beach respectfully opposes SB 1117 (Cervantes).

Sincerely,

James A. Light
Mayor, City of Redondo Beach

August 18 2026

The Honorable Gavin Newsom
Governor, State of California, Legislative Unit
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: Requesting Signature on SB 922 (Laird)

Dear Governor Newsom,

The City of Redondo Beach **supports** SB 922, which would provide needed clarity regarding a local agency's ability to recover the cost of maintaining and repairing streets used in the delivery of essential public services.

Cities are responsible for maintaining most local streets and roads. Heavy service vehicles, including garbage, recycling, and green waste collection trucks, regularly travel on local streets and contribute to pavement wear and deterioration. Historically, cities have addressed these impacts through service-related rates, fees, or franchise arrangements tied to the provision of those services. Recently, a court decision has created uncertainty regarding these long-standing practices. As a result, cities are facing increased legal challenges to existing service-related fees, placing street maintenance funding at risk and creating uncertainty for local governments attempting to responsibly manage and maintain their transportation infrastructure.

SB 922 would help address this uncertainty by clarifying that restrictions on local charges apply only to weight-based charges imposed for the privilege of using streets or highways. The bill further makes clear that fees for the provision of public services may recover the cost of street maintenance and repair associated with providing such services. This clarification would help reduce unnecessary litigation and allow cities to continue maintaining safe and reliable local streets.

For these reasons, the City of Redondo Beach respectfully requests your signature on SB 922 into law.

Sincerely,

James A. Light
Mayor, City of Redondo Beach

Administrative Report

H.10., **File #** 26-0985 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-070, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO RAQUEL BUTLER INSURANCE SERVICES, LLC

APPROVE A LEASE WITH RAQUEL BUTLER INSURANCE SERVICES, LLC FOR THE PREMISES AT 113 W. TORRANCE BLVD., SUITE 100, FOR THE TERM AUGUST 18, 2026 TO AUGUST 17, 2029

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 space. The office at 113 W. Torrance Blvd., Suite 100 (Premises) is approximately 446 square feet in size.

The City has negotiated a new lease with Raquel Butler Insurance Services, LLC (Butler Insurance), an authorized Farmers Insurance agent that provides a wide range of insurance services. The proposed lease would allow for a 3-year term for the space and includes an option for the City to terminate the lease with a 12-month prior written notice. Monthly rent for the space, which would accrue to the City's Harbor Uplands Fund, is $1,115 with an annual 3% increase on the anniversary date. The lease is personally guaranteed by Raquel and Greg Butler.

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, child care center, and a children's therapy center. Butler Insurance is an authorized Farmers Insurance agent offering a full range of personal and commercial coverage, including auto, home, health, life, business, and pet insurance to individuals, families, and businesses in the South Bay.

The proposed lease carries a 3-year term with a minimum monthly rent of $1,115, or approximately $2.50 per square foot, with an annual 3% increase on the anniversary date. The landlord's (City) improvement obligation is limited to ensuring the mechanical HVAC systems, entrance doorway, and windows are operable. The cost to meet this obligation is estimated at $700.

COORDINATION

The Resolution and lease documents were reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Lease revenue from the property will accrue to the City's Harbor Uplands Fund. The proposed lease would result in $13,380 in revenue 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 will total approximately $41,356.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2608-070 Leasing Certain Property to Raquel Butler Insurance Services, LLC
- Agmt - Proposed Lease Between the City of Redondo Beach and Raquel Butler Insurance Services, LLC

RESOLUTION NO. CC-2608-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO RAQUEL BUTLER INSURANCE SERVICES, 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 Raquel Butler Insurance Services, LLC ("Lease") for the property commonly located at 113 W. Torrance Blvd., Suite 100, Redondo Beach, CA 90277, consisting of approximately 446 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 18th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2608-070 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 18th day of August, 2026, 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

RAQUEL BUTLER INSURANCE SERVICES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY,

TENANT

DATED AS OF

AUGUST 18, 2026

PIER PLAZA, REDONDO BEACH, CALIFORNIA 90277

Table of Contents

OFFICE LEASE 1

1. Parties 1
2. Summary of Basic Terms: 1
3. Demise and Term. 2
4. Possession. 2
   - 4.1 Delivery of Possession 2
   - 4.2 Delays Caused by Tenant 3
5. Condition of Premises 3
   - 5.1 Condition of Premises 3
6. Rent 3
   - 6.1 Monthly Rent 3
   - 6.2 Additional Rent 3
7. Security Deposit 4
8. Operating Expenses 4
   - 8.1 Definitions 4
   - 8.2 Payment for Increases in Operating Expenses 5
   - 8.3 Manner of Payment 5
   - 8.4 Final Statement 5
9. Use of Premises 6
   - 9.1 Permitted 6
   - 9.2 Restrictions on Use 6
   - 9.3 Prohibited Uses 6
10. Compliance with Laws 6
    - 10.1 Compliance with Laws 6
    - 10.3 Nondiscrimination 7
    - 10.4 Employment Records 7
    - 10.5 Hazardous Materials 7
11. Alterations and Additions 9
    - 11.1 Landlord's Consent 9
    - 11.2 Ownership and Surrender of Alterations 10

11.3 Liens 10
11.4 Additional Requirements 10
11.5 Compliance with Applicable Prevailing Wage Requirements 11
12. Repairs 12
12.1 Condition of Premises 12
12.2 Landlord's Obligation to Repair 12
13. Services and Utilities 13
13.1 Landlord's Services 13
13.2 Utility Charges 13
13.3 Janitorial Services 13
13.4 Hours of Operation 13
13.5 Extra Hours 14
14. Entry by Landlord 14
15. Tenant's Insurance 14
15.1 Property Insurance 14
15.2 Commercial General Liability Insurance 14
15.3 Workers' Compensation Insurance 15
15.4 Policy Requirements 15
15.5 Tenant's Failure to Deliver Policies 15
16. Damage or Destruction; Eminent Domain 15
16.1 Landlord's Restoration 15
16.2 Rent Abatement 15
16.3 Exception to Abatement 16
16.4 Election to Terminate 16
16.5 Eminent Domain 16
16.6 Business Interruption 17
16.7 Waiver 17
17. Assignment and Subletting 17
17.1 Landlord's Consent Required 17
17.2 Consent by Landlord 17
17.3 Corporate and Partnership Tra 18
17.4 No Release of Tenant 19

17.5 Transfer Premium 19
17.6 Additional Terms 19
18. Quiet Enjoyment 20
19. Mortgagee Protection 20
19.1 Subordination 20
19.2 Mortgagee's Liability 21
19.3 Mortgagee's Right to Cure 21
20. Estoppel Certificates 21
21. Default 21
22. Remedies for Default 23
22.1 General 23
22.2 Redemption 24
22.3 Performance by Landlord 24
22.4 Post-Judgment Interest 24
22.5 Tenant's Waiver 24
23. Holding Over 24
24. Indemnification and Exculpation 25
24.1 Indemnification 25
24.2 Damage to Persons or Property 25
24.3 Satisfaction of Remedies 25
25. Rules and Regulations 26
26. Taxes 26
27. Brokers 27
28. Parking 27
29. Authority to Enter into Lease 27
30. Relocation 27
31. General Provisions 29
31.1 Joint Obligation 29
31.2 Marginal Headings 29
31.3 Time 29
31.4 Successors and Assigns 29
31.5 Recordation 29

31.6 Late Charges 29
31.7 Prior Agreements; Amendment, Waiver 29
31.8 Inability to Perform 29
31.9 Legal Proceedings 30
31.10 Conveyance of Premises 30
31.11 Name 30
31.12 Severability 30
31.13 Cumulative Remedies 30
31.14 Choice of Law 30
31.15 Signs 30
31.16 Landlord's Consent 31
31.17 Presumptions 31
31.18 Exhibits 31
31.19 Submission of Lease 31
31.20 Meaning of Terms 31
31.21 Notices 31
31.22 Lease Guaranty 31
32. ADA and CASp Disclosure Information 31
33. Notice of Pending Litigation and Release of Rights 32

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
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, **Raquel Butler Insurance Services, LLC,** a California limited liability company ("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 **113 W. Torrance Blvd., Suite 100**, Redondo Beach, CA 90277, consisting of approximately 446 rentable square feet.

(b) **Permitted Use**: Office and administrative use, provided Tenant, if applicable, procures all necessary and proper licenses, permits and permissions from all appropriate government agencies.

(c) **Lease Term**: 3 years (thirty-six months), subject to Landlord's right to earlier termination of this Lease as set forth in Section 2(f).

(d) **Commencement Date**: Upon lease execution by both parties.

(e) **Expiration Date**: 3 years after lease execution by both parties.

(f) **Right To Terminate:** Notwithstanding any other provision of this Lease, Landlord shall have the right to terminate this Lease upon 12 months' prior written notice of the termination date to Tenant.

(g) **Deferred Rent**: None.

(h) **Monthly Rent**: $1,115.00

(i) **Rent per Square Foot**: $2.50 per square foot. Rent will increase 3% annually beginning on the first anniversary of Commencement Date.

(j) **Operating Expense Base Year**: 2026

(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**: $1,115.00

(n) **Tenant's Guarantor**: Raquel Butler and Greg Butler

(o) **Tenant Improvements:** Basic damage repairs to be performed by Landlord to existing space, including exterior doors, carpet cleaning, damaged ceiling tiles and window blind repair, some interior painting 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 Parcel 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:** 113 W. Torrance Blvd. Suite 100, Redondo Beach, CA 90277, Attn: Raquel Butler

(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 1st of a Comparison Year, then on or before the first day of the first calendar month following Tenant's receipt of Landlord's statement, in addition to the monthly installment of Tenant's Share of any increases due on that date, Tenant shall pay the amount of Tenant's Share of any increases for each calendar month or fraction thereof that has already elapsed in such Comparison Year.

8.4 Final Statement. After the end of each Comparison Year (including the Comparison Year in which the Lease Term terminates), Landlord shall deliver to Tenant a reasonably detailed final statement of the actual Operating Expenses for such Comparison Year. Within ten (10) days of delivery of each final statement, Tenant shall pay Landlord the amount due for Tenant's Share of any increases in the Operating Expenses. Tenant shall have Sixty (60) days after delivery of Landlord's final statement to object in writing to the accuracy of the statement. If Tenant does not object within such Sixty (60)-day period, Landlord's final statement shall be conclusive and binding on Tenant. Objections by Tenant shall not excuse or abate Tenant's obligation to make the payments required under this Article pending the resolution of Tenant's objection. Any credit due Tenant for overpayment of Tenant's Share of any increases in the Operating Expenses shall be credited against the installments of Monthly Rent next coming due. However, overpayments for the Comparison Year in which the Lease Term terminates shall be refunded to Tenant within Sixty (60) days after the expiration of the Lease Term.

9. Use of Premises.

9.1 Permitted Use. Tenant shall use the Premises only for the Permitted Use set forth in Article 2(b) (the "Permitted Use") and for no other use or purpose, unless first approved in writing by Landlord, which approval Landlord may withhold in its sole discretion.

9.2 Restrictions on Use. Tenant agrees that it shall not cause or permit any of the following in or about the Premises:

(a) Increase the existing rate of, cause the cancellation of or otherwise adversely affect any casualty or other insurance for the Building or any part thereof or any of its contents;

(b) Impair the proper and economic maintenance, operation and repair of the Building or any portion thereof;

(c) Obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them;

(d) Cause any nuisance in or about the Premises or the Building;

(e) Commit or allow any waste to be committed to the Premises or the Building.

Tenant shall not use or allow any part of the Premises to be used for the storage, manufacturing or sale of food or beverages, or for the manufacture or auction or merchandise of goods or property of any kind, or as a school or classroom, or for any unlawful or objectionable purpose.

9.3 Prohibited Uses. Notwithstanding Articles 2(b) and 9, in no event shall the Premises be used for any exclusive use granted by Landlord to other tenants of the Premises prior to the date of this Lease, or any prohibited use in effect for the Premises prior to or subsequent to the date of this Lease.

10. Compliance with Laws.

10.1 Compliance with Laws. Tenant shall not use the Premises or permit anything to be done in or about the Premises, the Building or the Land which will in any way conflict with any law, statute, ordinance, code, rule, regulation, requirement, license, permit, certificate, judgment, decree, order or direction of any governmental or quasi-governmental authority, agency, department, board, panel or court now in force or which may hereafter be enacted or promulgated (singularly and collectively "**Laws**"). Tenant shall also comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. Tenant shall, at its sole expense and cost, promptly comply with all Laws and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises.

10.2 Tenant shall not be required to make structural changes to the Premises unless they arise or are required because of or in connection with Tenant's specific use of the Premises, or the type of business conducted by Tenant in the Premises, or Tenant's Alterations or Tenant's acts or omissions. Tenant shall obtain and maintain in effect during the Lease Term all licenses and permits required for the proper and lawful conduct of Tenant's business in the Premises, and shall

at all times comply with such licenses and permits. The judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding (whether Landlord is a party or not) that Tenant has violated any Laws shall be conclusive of that fact as between Landlord and Tenant.

10.3 Nondiscrimination. Tenant hereby certifies and agrees that, in all matters affecting this Lease, it will comply with all applicable federal, State, and local laws and regulations prohibiting discrimination of any kind, including but not limited to, the Federal Civil Rights Act of 1964, Unruh Civil Rights Act, Cartwright Act, State Fair Employment Practices Act, and Americans with Disabilities Act.

10.4 Employment Records. All employment records shall be open for inspection and reinspection by Landlord at any reasonable time during the term of this Lease for the purpose of verifying the practice of nondiscrimination by Tenant in the areas heretofore described.

10.5 Hazardous Materials.

(a) Tenant shall not cause or permit any Hazardous Material(s) (as defined in this Article) to be brought, kept or used in or about the Building by Tenant, Tenant's Affiliates, contractors provided Tenant may use and store normal quantities of products used for office purposes (such as toner, cleaning solvents or the like) as long as the same are used in compliance with applicable Laws. Tenant indemnifies Landlord and Landlord's Affiliates from and against any breach by Tenant of the obligations stated in the preceding sentence, and agrees to defend and hold Landlord and Landlord's Affiliates harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Building, damages for the loss or restriction or use of rentable or usable space or of any amenity of the Building, damages arising from any adverse impact or marketing of space in the Building, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise or accrue during, or are attributable to, the term of this Lease as a result of such breach. This indemnification of Landlord and Landlord's Affiliates by Tenant includes without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material(s) present in the soil or ground water on or under the Building. Without limiting the foregoing, if the presence of any Hazardous Material(s) on the Building caused or permitted by Tenant and/or Tenant's Affiliates results in any contamination of the Building, Tenant shall promptly take all actions at its sole expense as are necessary to return the Building to the condition existing prior to the introduction of any such Hazardous Material(s) and the contractors to be used by Tenant must be approved by the Landlord, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Building and so long as such actions do not materially interfere with the use and enjoyment of the Building by the other tenants thereof; provided however, Landlord shall also have the right, by notice to Tenant, to directly undertake such mitigation efforts with regard to Hazardous Material(s) in or about the Building due to Tenant's breach of its obligations pursuant to this Section, and to charge Tenant, as Additional Rent, for the costs thereof.

(b) Landlord covenants and agrees that in the event any unlawful levels of Hazardous Material(s) exist or are introduced in, on or about the Building, due to other than the actions or

inaction of Tenant or Tenant's Affiliates, assignees, sublessees, licensees, or contractors, and any such Hazardous Material(s) are reasonably potentially injurious to Tenant's health, safety or welfare, or if any such unlawful levels of Hazardous Material(s) substantially interfere with Tenant's use of the Premises, Landlord shall, if required by applicable Laws, diligently commence to remove, restore, remediate or otherwise abate such Hazardous Material(s) in compliance with all Laws pertaining to Hazardous Material(s).

(c) It shall not be unreasonable for Landlord to withhold its consent to any proposed transfer under Article 17 if (i) the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment, or disposal of Hazardous Material(s); (ii) the proposed transferee has been required by any prior landlord, lender, or governmental authority to take remedial action in connection with Hazardous Material(s) contaminating a property if the contamination resulted from such transferee's actions or use of the Property in question; or (iii) the proposed transferee is subject to an enforcement order issued by any governmental authority in connection with the use, disposal, or storage of a Hazardous Material(s).

(d) As used herein, the term "**Hazardous Material(s)**" mean any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "**Hazardous Material(s)**" include, without limitation, any material or substance which is (i) defined as "**Hazardous Waste**," "**Extremely Hazardous Waste**," or "**Restricted Hazardous Waste**" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "**Hazardous Substance**" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "**Hazardous Material**," "**Hazardous Substance**," or "**Hazardous Waste**" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as "**Hazardous Substance**" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) regulated by Section 26100 et seq. of the California Health and Safety Code, Division 20, Chapter 18 (Toxic Mold Protection Act of 2001), (viii) listed under Article 9 or defined as Hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "**Hazardous Substance**" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), or (x) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (xi) defined as a "**Hazardous Substance**" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

(e) As used herein, the term "**Laws**" mean any applicable federal, state or local laws, ordinances, or regulation relating to any Hazardous Material affecting the Building, including, without limitation, the laws, ordinances, and regulations referred to in Article 10.4 (d) above.

11. Alterations and Additions.

11.1 Landlord's Consent.

(a) Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "**Alterations**") to the Building or the Premises or any part thereof without the prior written consent of Landlord in each instance.

(b) Landlord will not unreasonably withhold its consent to any Alterations provided and upon the condition that all of the following conditions shall be satisfied: (i) the Alterations do not affect the outside appearance of the Building; (ii) the Alterations are nonstructural and do not impair the strength of the Building or any part thereof; (iii) the Alterations are to the interior of the Premises and do not affect any part of the Building outside of the Premises; (iv) the Alterations do not affect the proper functioning of the heating, ventilating and air conditioning ("**HVAC**"), mechanical, electrical, sanitary or other utilities, systems and services of the Building, or increase the usage thereof by Tenant; (v) Landlord shall have approved the final plans and specifications for the Alterations and all contractors who will perform them; (vi) Tenant pays to Landlord (A) a fee in connection with the Alterations equal to five percent (5%) of the estimated cost of the work and the fee is sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work, and (B) the reasonable costs and expenses actually incurred by Landlord in reviewing Tenant's plans and specifications and inspecting the Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with Laws, including, without limitation, the fees of any architect or engineer employed by Landlord for such purpose; (vii) before proceeding with any Alteration which will cost more than $10,000 (exclusive of the costs of items constituting Tenant's Property, as defined in Article 11.2), Tenant obtains and delivers to Landlord, at Landlord's option, either: (C) a performance bond and a labor and materials payment bond for the benefit of Landlord, issued by a corporate surety licensed to do business in California, each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Landlord, or (D) such other security as shall be reasonably satisfactory to Landlord. Unless all of the foregoing conditions are satisfied, Landlord shall have the right to withhold its consent to the Alterations in Landlord's sole and absolute discretion.

(c) Not less than twenty (20) days nor more than thirty (30) days prior to commencement of any Alterations, Tenant shall notify Landlord of the work commencement date so that Landlord may post notices of non-responsibility about the Premises. All Alterations must comply with all Laws, the other terms of this Lease, and the final plans and specifications approved by Landlord, and Tenant shall fully and promptly comply with and observe the rules and regulations of Landlord then in force with respect to the making of Alterations. Landlord's review and approval of Tenant's plans and specifications are solely for Landlord's benefit. Landlord shall have no duty toward Tenant, nor shall Landlord be deemed to have made any representation or warranty to Tenant, with respect to the safety, adequacy, correctness, efficiency or compliance with Laws of the design of the Alterations, the plans and specifications therefore, or any other matter regarding the Alterations.

11.2 Ownership and Surrender of Alterations. Upon their installation, all Alterations, including, but not limited to, wall covering, paneling and built-in cabinetry, but excluding movable furniture, trade fixtures and office equipment ("**Tenant's Property**"), shall become a part of the realty and belong to Landlord and shall be surrendered with the Premises. However, upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord, at Tenant's expense, immediately remove any Alterations made by Tenant which are

designated by Landlord to be removed and repair any damage to the Premises caused by such removal.

11.3 Liens. Tenant shall pay when due all claims for labor, materials and services furnished by or at the request of Tenant or Tenant's Affiliates. Tenant shall keep the Premises, the Building and the Land free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the Alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's Affiliates, or any other act or omission of Tenant or Tenant's Affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "**Liens.**") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all Liabilities incurred by Landlord or Landlord's Affiliates in connection with the foregoing. If Tenant fails to keep the Premises, the Building and the Land free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may immediately take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against, all Liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Neither Landlord's curative action nor the reimbursement of Landlord by Tenant shall cure Tenant's default in failing to keep the Premises, the Building and the Land free from Liens.

11.4 Additional Requirements. Alterations shall comply with all Laws. Tenant, at its sole expense, shall obtain and provide to Landlord all necessary permits and certificates for the commencement and performance of Alterations and for final approval thereof upon completion, and shall cause the Alterations to be performed in compliance therewith and with all applicable insurance requirements, and in a good, first-class and workmanlike manner. Landlord shall have all rights to review and approve or disapprove all required submittals in accordance with the Laws, and nothing set forth in this Lease shall be construed as the Landlord's approval of any or all of the applications or plans for the Alterations. Tenant, at its sole expense, shall diligently cause the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant or Tenant's Affiliates, or by any person claiming through or under Tenant or Tenant's Affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Building, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Building. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried the Workers' Compensation insurance described in Article 15. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations.

12. Repairs.

12.1 Condition of Premises. As provided in Article 5, the Premises shall be delivered to Tenant in an "AS IS" and "ALL FAULTS" condition and Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof either prior to or during the Lease Term except to the extent expressly provided in Section 12.2 below. By accepting possession of the Premises, Tenant shall be deemed to have acknowledged that the Premises are suitable for its purposes and in good condition and repair. Subject to Section 12.2, Tenant, at its expense, shall keep the Premises and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease Term, surrender the Premises to Landlord and in good condition and repair. Tenant acknowledges and agrees that it has inspected, or prior to the Commencement Date will inspect, the Premises and that Tenant is not relying on any representations or warranties made by Landlord or Landlord's Affiliates regarding the Premises, the Building, or the Land except as may be expressly set forth herein.

12.2 Landlord's Obligation to Repair. Subject to Article 16, Landlord shall repair and maintain the common areas and the structural portions of the Building, including, but not limited to, the structural portions of the roof, the foundations, exterior load-bearing walls, and the basic HVAC, mechanical, electrical and plumbing systems installed by Landlord in the Building. However, if the repair or maintenance is caused in whole or in part by the act, neglect, fault or omission of Tenant or Tenant's Affiliates, or by Tenant's Alterations, Tenant immediately shall pay for such repair or maintenance as Additional Rent within fifteen (15) days of Tenant's receipt of invoice. Tenant shall indemnify Landlord for and hold Landlord and Landlord's Affiliates harmless from and against all other Liabilities incurred by Landlord and Landlord's Affiliates in connection therewith. Landlord shall have a reasonable time after written notice from Tenant to perform necessary repairs or maintenance. Tenant waives all rights granted under Law to make repairs at Landlord's expense.

13. Services and Utilities.

13.1 Landlord's Services. Subject to the rules and regulations of the Building, Landlord shall furnish the required water, plumbing, electrical and HVAC required in Landlord's judgment for the comfortable use and occupancy of the Premises, and janitorial services, as hereinafter provided. Landlord shall also maintain the common stairs, entries and restrooms in the Building lighted. If Landlord shall determine, in the exercise of Landlord's sole but good faith discretion, that the Tenant's use of the utilities is in excess of that normally used by a tenant occupying similar space, then Tenant shall pay Landlord upon demand, as Additional Rent hereunder, the cost of such excess utility usage in addition to any other Rent or charge due from Tenant under this Lease.

13.2 Utility Charges.

(a) Tenant shall be solely responsible for obtaining and shall promptly pay directly to the utility supplier all fees, deposits and charges including use and/or connection fees, hookup fees, standby fees and/or penalties for discontinued or interrupted service, and the like, for electricity, gas and water used in or upon or furnished to the Premises, irrespective of whether any of the foregoing are initially paid or advanced by Landlord, or otherwise. If electricity, gas or water service is billed to Landlord and is not specifically metered to the Premises, the amount thereof shall be equitably prorated by Landlord and Tenant shall pay to Landlord within ten (10) days after Landlord's demand, as Additional Rent hereunder, an amount equal to that proportion of the total charges therefore which the number of square feet of gross floor area in the Premises

bears to the total number of square feet of gross floor area covered by such combined charges. Additionally, if the Premises are not separately metered, Landlord shall have the right to install separate meters. Since the Premises are not separately metered, Tenant shall pay the above described utilities as part of the base year component of the modified gross rent.

(b) In no event shall Landlord be liable for damages or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, centrally conditioned cold air or any other utility or other service, or if either the quantity, quality or character thereof supplied to or by Landlord is changed or is no longer available or suitable for Tenant's requirements, nor shall any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character constitute or be deemed to constitute constructive eviction of Tenant, or excuse or relieve Tenant from its obligations pursuant to this Lease.

13.3 Janitorial Services. The janitorial services to be provided by Landlord to Tenant shall be provided five (5) days a week, Monday through Friday (except for nationally and locally recognized holidays). Janitorial services shall be those customarily furnished for similar buildings in the general vicinity of the Building.

13.4 Hours of Operation. HVAC for the Premises shall be provided five (5) days a week, Monday through Friday, from 7:00 a.m. to 6:00 p.m. and Saturdays from 9:00 a.m. to 1:00 p.m. (excluding nationally and locally recognized holidays). Tenant shall not be entitled to any abatement of Rent or have any right to terminate this Lease in the event Landlord is unable to provide the services set forth herein.

13.5 Extra Hours. If during any hours or any days other than those specified in Article 13.4, Tenant desires to have any services or utilities supplied to the Premises which are not separately metered, and provided Landlord receives reasonable advance notice thereof, and if Landlord is able to provide the same, Tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services and utilities, at a cost currently estimated at $35.00 per hour, which are not separately metered to the Premises. Any such charges which Tenant is obligated to pay shall be deemed to be Additional Rent hereunder.

14. Entry by Landlord. Landlord shall have the right to enter the Premises during regular business hours in order to: inspect the Premises; post notices of non-responsibility; show the Premises to prospective purchasers, lenders or tenants; perform its obligations and exercise its rights hereunder; and make repairs, improvements, alterations or additions to the Premises or the Building or any portion thereof as Landlord deems necessary or desirable and to do all things necessary in connection therewith, including, but not limited to, erecting scaffolding and other necessary structures. Landlord shall retain (or be given by Tenant) keys to unlock all of the doors to or within the Premises, excluding doors to Tenant's vaults and files. Landlord shall have the right to use any and all means necessary to obtain entry to the Premises in an emergency. Landlord's entry to the Premises shall not, under any circumstances, be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

15. Tenant's Insurance.

15.1 Property Insurance. At all times during the Lease Term, Tenant, at its expense, shall maintain in effect policies of casualty insurance covering: (a) all alterations made by Tenant and all leasehold improvements; and (b) all of Tenant's Property and other Personal Property from time to time in, on or about the Premises, in an amount not less than their full replacement cost (without deduction for depreciation) from time to time during the term of this Lease. Such policies shall provide for protection against any perils normally included within the classification of "All Risks", and shall cover demolition and changes in Laws. Such insurance shall contain an endorsement naming the Landlord and Landlord's Mortgagee (if any) as loss payee and an endorsement waiving the insurer's right to subrogate against the Landlord or Landlord's Mortgagee (if any).

15.2 Commercial General Liability Insurance. At all times during the Lease Term, Tenant, at its sole expense, shall maintain Commercial General Liability Insurance with respect to the ownership, maintenance, use, operation and condition of the Premises and the business conducted therein. Such insurance shall at all times have limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. At Landlord's request, these limits shall be increased from time to time during the Lease Term to such higher limits as Landlord or its insurance consultant believe are necessary to protect Landlord. Such insurance shall be primary and not contribute with any self-insurance or insurance maintained by the Landlord or Landlord's Mortgagee, and shall contain an endorsement naming Landlord and Landlord's Mortgagee, their elected and appointed officials and employees as additional insureds.

15.3 Workers' Compensation Insurance. At all times during the Lease Term, Tenant shall maintain Workers' Compensation insurance as required by California law and Employer's Liability insurance with limits not less than $1 million ($1,000,000) each accident. Such insurance shall contain an endorsement waiving the insurer's right to subrogate against the Landlord, the Landlord's Mortgagee or their elected or appointed officials and employees.

15.4 Policy Requirements. All insurance required to be carried by Tenant hereunder shall be issued by insurers with a current A.M. Best's rating of no less than A-VII and qualified to do business in the State of California, approved by Landlord and, if required, by Landlord's Mortgagee. Copies of all certificates and required endorsements shall be delivered to Landlord at least ten (10) days prior to Tenant's occupancy of the Premises. Each policy shall provide that it may not be canceled except after thirty (30) days' prior written notice to Landlord and Landlord's Mortgagee. Tenant shall furnish Landlord with renewal certificates or binders of each policy evidencing compliance with those requirements at least thirty (30) days prior to expiration. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford coverage as required by this Lease.

15.5 Tenant's Failure to Deliver Policies. Upon Landlord's request, Tenant shall deliver certified copies of all required insurance policies to the Landlord. If Tenant fails to deliver required certificates of insurance, required endorsements or requested copies of the insurance policies within the time required pursuant to Article 15.4, Landlord may, but shall not be obligated to, obtain the required insurance, and the cost thereof, shall be payable by Tenant to Landlord on demand. Nothing in this Article shall be deemed to be a waiver of any rights or remedies available to Landlord under this Lease or at law or in equity if Tenant fails to obtain and deliver the required insurance policies and evidence of payment.

16. Damage or Destruction; Eminent Domain.

16.1 Landlord's Restoration. If the Building or the Premises are partially damaged or totally destroyed by fire or other casualty, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance carried under Article 15 of this Lease. Upon Landlord's receipt of notice of the damage or destruction and substantially all of the insurance proceeds receivable, Landlord shall repair the damage and restore or rebuild the Building or the Premises (except for Tenant's Property and leasehold improvements which are above the standard of the Building). However, Landlord shall not be required to spend amounts in excess of the insurance proceeds actually received for such repair, restoration or rebuilding. Subject to Article 22, Landlord shall attempt to make any required repairs or restoration promptly and so as not to interfere unreasonably with Tenant's use and occupancy of the Premises, but Landlord shall not be obligated to perform such work on an overtime or premium-pay basis.

16.2 Rent Abatement. Subject to Article 16.3, if, in Landlord's reasonable judgment, all or part of the Premises are rendered completely or partially 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. 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.** One parking pass shall be provided to Tenant pursuant to this Lease at the rate of Thirty-Five Dollars ($35) per month. Tenant may, on a space available basis, purchase additional 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. If Tenant is a limited liability company, each individual executing this Lease on behalf of the limited liability company represents and warrants that he or she is duly authorized to execute and deliver this lease on behalf of the limited liability company, in accordance with the operating agreement of the limited liability company, and that this Lease is binding on the limited liability company 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; or (c) if Tenant is a limited liability company, a copy of the Resolution authorizing Tenant to enter into this Lease, and (d) 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 (90) 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 18th day of August, 2026.

LANDLORD

CITY OF REDONDO BEACH

_____
James A. Light
Mayor

TENANT

Raquel Butler Insurance Services, LLC, a California limited liability company

By: R Butler
Name: Raquel Butler
Title: President

ATTEST:

_____
Eleanor Manzano
City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford
City Attorney

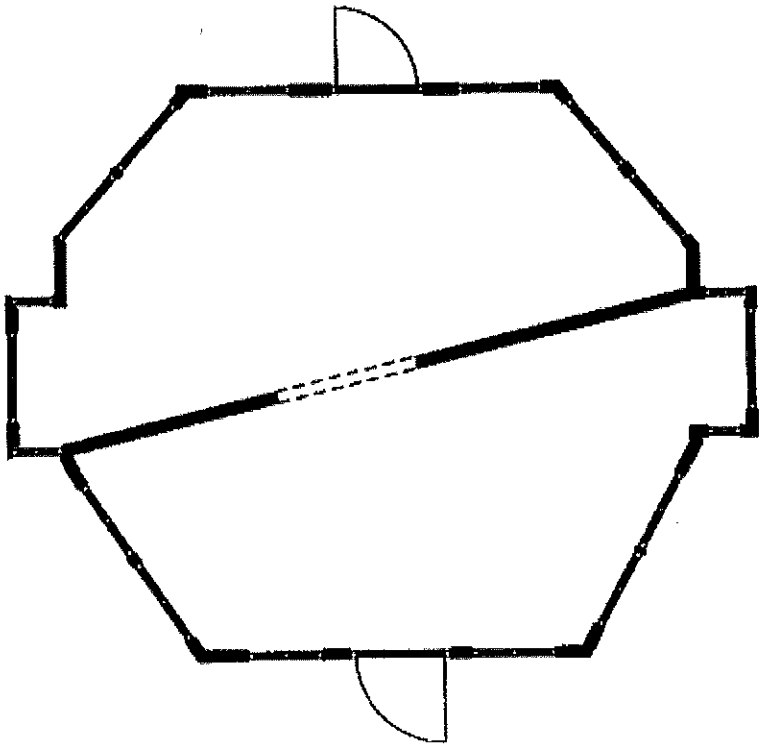
*A. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Lease must be signed by two officers, one being the Chairman of the Board, the President or a Vice 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.

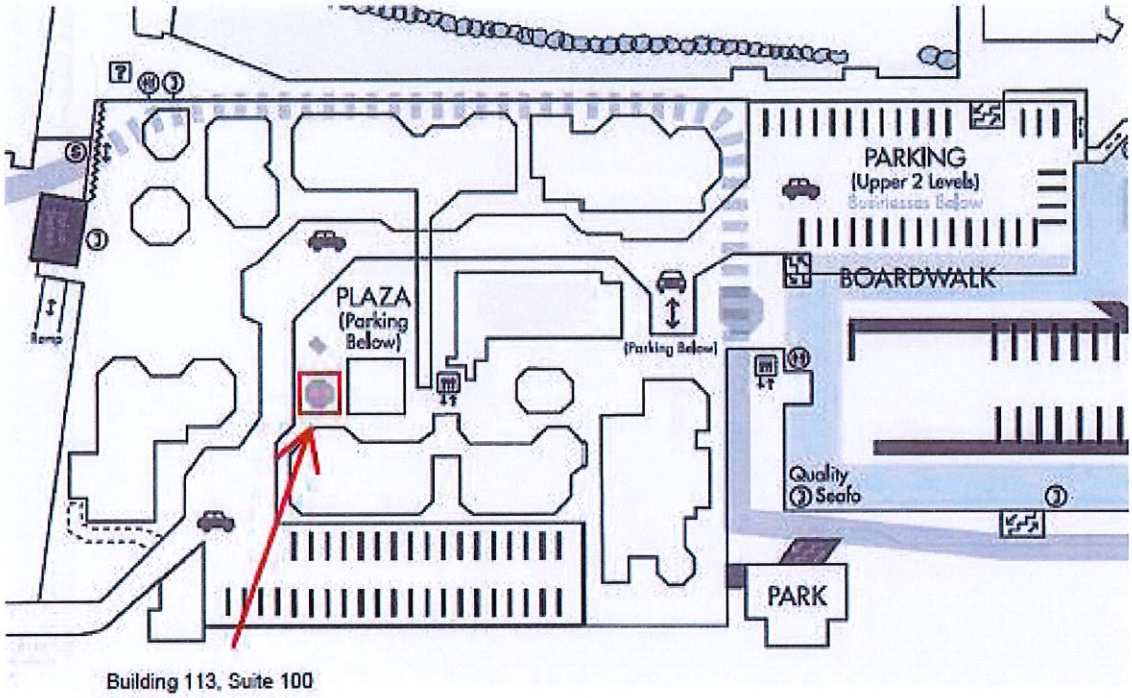
B. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in a state other than California, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

EXHIBIT A

PREMISES FLOOR AND SITE PLAN

113 W. Torrance Blvd.
Redondo Beach, CA 90277





Building 113, Suite 100

EXHIBIT B

DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES

Description of Premises: Space located at 113 W Torrance Blvd, Suite 100, Redondo Beach, CA 90277 consisting of approximately 446 rentable square feet.

Trade Name: Raquel Butler Insurance Services
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 Raquel Butler and Greg Butler, jointly and severally as individuals (collectively, "Guarantor"), in favor of the CITY OF REDONDO BEACH, a chartered city and municipal corporation ("Landlord"), in connection with that certain lease dated as of August 18, 2026 (the "Lease") pursuant to which Landlord is to lease to Raquel Butler Insurance Services LLC, a California limited liability company("Tenant"), those premises generally referred to as 113 W Torrance Blvd, Suite 100 Redondo Beach, California 90277 (the "Premises").

A. Landlord requires this Guaranty as a condition to its execution of the Lease and the performance of the obligations to be performed under the Lease by Landlord.

B. Guarantor has agreed to provide this Guaranty to induce Landlord to enter into the Lease with Tenant and perform its obligations under the Lease.

In consideration of Landlord's agreement to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with Landlord as follows:

1. The Lease is hereby incorporated into and made a part of this Guaranty by this reference.

2. Guarantor hereby unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all sums of rent and other amounts payable under the Lease and the full and punctual performance of all terms, covenants and conditions in the Lease to be kept, performed and/or observed by Tenant. Guarantor's obligations under this Guaranty are continuing and unconditional.

3. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) the Lease may be extended and any other term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of Tenant under the Lease as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; (e) Landlord may permit Tenant to holdover the Premises beyond the Lease Term; and (f) all or any part of the Premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Without in any way limiting the foregoing, Guarantor agrees not to unreasonably withhold its consent to any sublease, assignment of the Lease or other modification of the Lease which is agreed to by Landlord and Tenant.

4. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding against Guarantor; (b) any defense based on the genuineness,

validity, regularity or enforceability of the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2809, 2810 and 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

5. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantor, notices of nonperformance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

6. Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if Landlord's actions shall impair any security or collateral of Guarantor; (b) any security or collateral held by Landlord; (c) require Landlord to proceed against or exhaust any security or collateral before proceeding against Guarantor; (d) require Landlord to pursue any right or remedy for the benefit of Guarantor. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2819, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

7. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Guarantor's obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment of the Lease or any payment under this Guaranty by a trustee of Tenant in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Until all the Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation or reimbursement against the Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) subordinates any liability or indebtedness of the Tenant now or hereafter held by Guarantor to the obligations of the Tenant under, arising out of or related to the Lease or Tenant's use of the Premises; and (c) acknowledges that the actions of Landlord may affect or eliminate any rights of subrogation or reimbursement of Guarantor as against Tenant without any liability or recourse against Landlord. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Section 2848 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

9. Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) days prior written notice from Landlord, Guarantor agrees to provide Landlord with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to Landlord. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, audited by an independent certified public accountant. Guarantor represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

10. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

11. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

12. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

13. Guarantor hereby agrees to indemnify, protect, defend and hold Landlord harmless from and against, all losses, costs and expenses including, without limitation, all interest, default interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease.

14. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord

or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee or subtenant of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sublessee.

15. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors shall enter into a proceeding for the dissolution of marriage, or in the event of death of any or all Guarantors, notice of such occurrence or event shall be promptly furnished to Landlord by such Guarantor or such Guarantor's fiduciary. This Guarantee shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

16. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, return receipt requested in accordance with the notice provisions of the Lease. The Tenant shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Tenant at the address set forth in the Lease shall constitute proper notice to Guarantor for all purposes. Notices to Landlord shall be delivered to Landlord's address set forth in the Lease. Landlord, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

17. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. Guarantor hereby waives any right to trial by jury and further waives and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon Landlord and Tenant is not binding upon Guarantor.

18. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.

19. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

20. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof.

21. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of

Directors of said corporation or in accordance with the bylaws of said corporation, and that this Guaranty is binding upon said corporation in accordance with its terms. If Guarantor is a corporation, Landlord, at its option, may require Guarantor to concurrently, with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY.

Executed on this day of , 2026.

Executed on this day of , 2026.

[If Guarantor is a married individual, Guarantor's spouse must sign this Guaranty]

Raquel Butler

Address of Guarantor:

Greg Butler

Address of Guarantor:

*A. If the person(s) signing this Guaranty on behalf of Guarantor [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Guaranty must be signed by two officers, one being the Chairman of the Board, the Owner or a Vice Owner, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Guaranty is signed by one person acting in two capacities, then Guarantor shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Guaranty.

B. If the person(s) signing this Guaranty on behalf of Guarantor [is/are] [an] officers] of a corporation that is incorporated in a state other than California, then Guarantor shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Guaranty.

EXHIBIT D

TENANT ESTOPPEL CERTIFICATE

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of August 18, 2026 , 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 113 W Torrance Blvd, Suite 100, 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 18, 2026. 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 18, 2026 and continues until August 17, 2029.

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:
Raquel Butler Insurance Services, LLC,
a California limited liability company

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 fluorescent 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: MB

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 ALL YEAR
$2.00 each hour currently and $2.25 each hour beginning August 20, 2026

HOLIDAYS AND SPECIAL EVENTS
July 4th: Flat fee of $30 payable upon entry.
Other special events may require a flat fee payable upon entry (prior notice will be given).

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):
Full-Access 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):
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 18, 2026 by and between CITY OF REDONDO BEACH, a chartered city and municipal corporation, as Landlord, and Raquel Butler Insurance Services, LLC, a California limited liability company, as Tenant (the "Lease") for those premises generally referred to as 113 W Torrance Blvd, Suite 100 Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is August 18, 2026 and that the Expiration Date of the Lease is August 17, 2029, 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: R Butler

Title: Raquel Butler

EXHIBIT I

TENANT IMPROVEMENTS

Basic damage repairs to be performed by Landlord to existing space, including exterior doors, carpet cleaning, damaged ceiling tiles and window blind repair, some interior painting 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 18, 2026, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord," and Raquel Butler Insurance Services, LLC, a California limited liability company, hereinafter referred to as "Tenant."

RECITALS

A. Landlord and Tenant have entered in a Lease (the "Lease") dated August 18, 2026, 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 17, 2029.

3. This Memorandum is not a complete summary of the Lease and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and year first above written.

CITY OF REDONDO BEACH

_____
James A. Light
Mayor

ATTEST:

_____
Eleanor Manzano
City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford
City Attorney

Raquel Butler Insurance Services, LLC,
a California limited liability company

_____
By: Raquel Butler
Title:

EXHIBIT "A" TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

The space located at 113 W. Torrance Boulevard, Suite 100, Redondo Beach, consisting of approximately 446 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 10 August, 2026 before me, A. Landino, a Notary Public, personally appeared, Raquel Butler, 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. Landino

A. LANDINO
Notary Public - California
Los Angeles County
Commission # 2528124
My Comm. Expires Jul 25, 2029

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 _____, 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.11., **File #** 26-0994 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHEN SPRENGEL, CHIEF OF POLICE

TITLE

APPROVE AN AMENDMENT TO THE AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. TO INTEGRATE PARKING CITATION DATA FOR AN ADDITIONAL YEARLY COST OF $7,400, FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF $103,900, FOR THE EXISTING TERM THROUGH JULY 8, 2027

APPROVE AN AMENDMENT TO THE AGREEMENT WITH TURBO DATA SYSTEMS, INC FOR THE INTEGRATION OF PARKING CITATION DATA WITH THE PEREGRINE PLATFORM FOR AN ADDITIONAL YEARLY COST OF $1,250, AND A NEW ANNUAL EXPENDITURE TOTAL ESTIMATED AT APPROXIMATELY $148,000, FOR THE EXISTING TERM THROUGH AUGUST 4, 2028

EXECUTIVE SUMMARY

Approval of amendments to the Agreements with Peregrine Technologies, Inc. (Peregrine) and Turbo Data Systems, Inc. (Turbo Data) would integrate the Police Department's parking citation system with Peregrine. Together, these contract modifications would allow authorized personnel to access and analyze parking citation information more easily and help the Department better allocate parking enforcement resources. All other terms of the existing Agreements remain unchanged, including the provisions associated with data sharing. Funding for the additional costs is available in the Police Department's annual operating budget.

BACKGROUND

The Police Department utilizes Peregrine to aggregate data from multiple public safety systems into a single platform, providing authorized personnel with access to information used to support law enforcement operations. The Department also utilizes Turbo Data to manage and process parking citation information. The City currently maintains separate agreements with Peregrine and Turbo Data for these services.

The proposed amendments would allow parking citation information maintained within Turbo Data to be integrated into the Peregrine platform. This integration would provide authorized Police Department personnel access to parking citation information alongside other public safety data, improving analysis and operational efficiency. The proposed integration is in line with the Police Department's practices regarding data security and would continue to limit information access to only authorized users.

The proposed first amendment to the Peregrine Agreement would add $7,400, resulting in a new not to exceed total of $103,900 with no change to the existing term, which expires July 8, 2027. The proposed first amendment to the Turbo Data Agreement would add $1,250 to the current rate structure which includes a per ticket fee, charges for equipment lease, and an annual administrative fee. The annual cost of the current agreement with Turbo Data is approximately $147,000. All other terms and conditions of the existing Peregrine and Turbo Data agreements would remain unchanged.

COORDINATION

The Police Department coordinated the amendments and proposed software integration with the Information Technology Department. The City Attorney's Office approved the amendments as to form.

FISCAL IMPACT

Funding for the $8,650 annual cost of the amendments is available in the Police Department's annual operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - First Amendment Peregrine Technologies, Inc
- Agmt - First Amendment Turbo Data Systems, Inc
- Agmt - Original Contract Peregrine Technologies, Inc, July 9, 2024
- Agmt - Original Contract Turbo Data Systems, Inc, August 5, 2025
- Insurance - Peregrine Technologies, Inc
- Insurance - Turbo Data, Inc

Docusign Envelope ID: 275776D7-3C1F-86B6-80C2-420A61013ACE

Peregrine

MODIFICATION NO. 1 TO PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: City of Redondo Beach on behalf of its Police Department	**Contact:** Chief Stephen Sprengel
Address: 401 Diamond St Redondo Beach, CA 90277	**Phone:** 310-372-1171
Email: stephen.sprengel@redondo.org	**Fax:** N/A

Peregrine Services
Effective Date of the Underlying Agreement: July 9, 2024
Effective Date of this Modification: August 18, 2026
Amended Terms: Unless specified otherwise, this Modification is effective as of the date the last party signs this Modification. This is a Modification to the Peregrine Customer Order Form & Scope of Services (the "**Agreement**") dated July 9, 2024, originally executed by and between Peregrine and Customer. Unless otherwise defined in this Modification, all capitalized terms used in this Modification will have the definitions ascribed to them in the Agreement. The parties agree as follows: **Professional Services:** The Customer Data sources and systems that Peregrine will integrate with the Service for Customer are hereby changed from: Mark43 CAD, Mark43 RMS, Axon Evidence.com, Vigilant LPR (30-day retention), Flock LPR (30-day retention), LaserFiche. To: Mark43 CAD, Mark43 RMS, Axon Evidence.com, Vigilant LPR (30-day retention), Flock LPR (30-day retention), LaserFiche, and **TurboData**. By addition of: **TurboData** **Service Fee.** The Parties further agree that the additional integrations prescribed above shall modify the fee schedule. The Fee Schedule is modified from: b. $96,500 within 45 days of July 10, 2026 To: b. **$103,900** within 45 days of August 18, 2026 By addition of **$7,400** for the TurboData integration.

Copyright 2022, Peregrine Technologies, Inc. All rights reserved. Copyright extends to all pages of this document.

Docusign Envelope ID: 275776D7-3C1F-86B6-80C2-420A61013ACE

For avoidance of doubt, Customer has already been invoiced for the original fee of $96,500 in accordance with the Agreement. As a result of this Modification, Customer shall pay the additional $7,400 for the TurboData integration within 45 days of the Effective Date of this Modification.

Miscellaneous:

Entire Agreement. Except as modified by this Modification, the Agreement shall remain in full force and effect. This Modification, together with the Agreement as amended by this Modification, supersedes all prior and contemporaneous agreements between the parties with respect to the services hereof. In the event of a conflict between this Modification and the Agreement, the terms of this Modification shall control.

Warranties. Each party represents and warrants that it has the legal power and authority to enter this Modification.

Counterpart. This Modification may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

This Modification shall not modify any other terms of the Agreement.

Peregrine		**Customer**	
By:	DocuSigned by: Rob Wheeler 37C7CCD7DE7344F...	By:	
Name:	Robert Wheeler	Name:	
Title:	Chief Operating Officer	Title:	
Date Signed:	8/12/2026	Date Signed:	

FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND TURBO DATA SYSTEMS INC.

This First Amendment to the Agreement for Project Services ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City"), and Turbo Data Systems Inc., a California corporation ("Contractor").

WHEREAS, on August 5, 2025, the parties entered into the Agreement for Project Services (the "Agreement");

WHEREAS, the parties desire to amend the Agreement to add annual integration services for the Peregrine Records Management System and the related compensation.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree to amend the Agreement as follows:

1. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1," which sets forth the additional integration services to be provided by Contractor for the Peregrine Records Management System. Exhibit "A-1" is attached hereto and incorporated herein by reference. Contractor shall perform all services described in Exhibit "A," as amended by Exhibit "A-1."

2. **TERM AND TIME OF COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which sets forth the term for the services described in Exhibit "A-1." Exhibit "B-1" is attached hereto and incorporated herein by reference. Contractor shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1". All other terms relating to the duration of the Agreement remain unchanged.

3. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1," which provides additional compensation of $1,250.00 for the services described in Exhibit "A-1." Exhibit "C-1" is attached hereto and incorporated herein by reference. Contractor shall be compensated for the services described in Exhibit "A-1".

4. **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 agreements 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 FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 18th day of August, 2026.

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

TURBO DATA SYSTEMS INC.,
a California corporation

_____
Roberta J Rosen, President

APPROVED:

_____
Diane Strickfaden, Risk Manager

EXHIBIT "A-1"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall provide annual integration services between Contractor's parking citation management system and the City's Peregrine Records Management System, as set forth in Turbo Data Systems Inc. Quote no. 3505, dated August 7, 2026, attached as Attachment "C-1" to Exhibit "C-1."

Contractor shall provide all labor, technical support, and other services necessary to perform the integration services.

EXHIBIT “B-1”

TERM AND TIME OF COMPLETION

TERM. The services described in Exhibit “A-1” shall begin on August 18, 2026 and continue through August 17, 2027.

EXHIBIT “C-1”

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT.** Annual Integration Service Fee. City shall pay Contractor a fixed fee of $1,250 for the annual integration services described in Exhibit “A-1”. The fee includes all labor, technical support, overhead, administrative costs, and other expenses to perform the services.

2. **METHOD OF PAYMENT.** Contractor shall submit one invoice to City for approval and payment after the commencement of the term set forth in Exhibit “B-1.” The invoice shall indicate this First Amendment, the applicable service period, the annual integration services provided, any applicable taxes, corresponding amount, and the total fee. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request.

3. **SCHEDULE FOR PAYMENT**. The City will make full payment within forty-five (45) days of its receipt of the invoice; provided, however, that the invoice is accurate. Notwithstanding the foregoing, the City may withhold amounts in good-faith dispute, to the maximum extent permitted by law.

4. **CONTRACTOR’S QUOTE.** Turbo Data Systems Inc., Quote No. 3505, dated August 7, 2026 is attached to this Exhibit “C-1” as Attachment “C-1” and incorporated into the Agreement solely with respect to the description and price of the services. Any other terms, conditions, disclaimers, or limitations contained in Attachment “C-1” are not incorporated into the Agreement.

ATTACHMENT “C-1”

TURBO DATA SYSTEMS INC. QUOTE

See the attached quote.

turboDATA SYSTEMS

1551 N Tustin Ave Suite 950
Santa Ana CA 92705

Phone # (714) 573-5757
Fax # (714) 573-0101

Quotation

Date	Quote #
8/7/2026	3505

Expiration Date
9/7/2026

CITY OF REDONDO BEACH
401 DIAMOND STREET
REDONDO BEACH, CA 90277

Description	Qty	Rate	Total
Integration Services - Annual Peregrine Records Management System	1	1,250.00	1,250.00

Please sign below to indicate your authorization for this service, and return to us as soon as possible. Sales tax is subject to change based on the delivery address and the date of the actual sale.

Name:_____Date:_____

Please contact Tanya Nguyen with any questions at (714) 368-4814 or tanya@turbodata.com. Thank you!

Subtotal	$1,250.00
Sales Tax (9.75%)	$0.00
Total	$1,250.00

Peregrine

PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Redondo Beach Police Department	**Contact:** Chief Joe Hoffman
Address: 401 Diamond St, Redondo Beach, CA 90277	**Phone:** (310) 372-1171
Email: Joe.Hoffman@redondo.org	**Fax:** N/A

Peregrine Services
Effective Date: July 9, 2024
Term: From the Effective Date through July 9, 2025 ("Initial Term").
Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before July 30, 2024. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of $96,500 annually for the Initial Term as follows: a. $96,500 within 45 days of the Effective Date The Customer shall have the option to continue use of the service for up to two (2) additional annual terms. If Customer chooses to exercise those options, Customer shall pay Peregrine a service fee of $96,500 annually as follows: a. $96,500 within 45 days of July 10, 2025 b. $96,500 within 45 days of July 10, 2026
Users: Customer may allow an unlimited number of employees of the Redondo Beach Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: Peregrine will deliver the Service in accordance with the Statement of Work in the attached Appendix C. The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Mark43 CAD, Mark43 RMS, Axon Evidence.com, Vigilant LPR (30-day retention), Flock LPR (30-day retention), LaserFiche.

Copyright 2022, Peregrine Technologies, Inc. All rights reserved. Copyright extends to all pages of this document.

Peregrine

April 18, 2024

This fee schedule provides coverage for up to 40 million annual LPR reads and includes coverage for up to $5,000 of third-party API or integration fees. Customer is responsible for any such third-party fees in excess of $5,000.

Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions and Appendix C.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "**Terms and Conditions**," and together with this Order Form, the "**Agreement**"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order From, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine: DocuSigned by: Nicholas Noone C23E48B6A32B478...

By: _____

Name: Nicholas Noone

Title: President & CEO

6/7/2024 | 10:53 PM PDT

Signed by: XXXX

DocuSigned by: Diane Strickfaden ABED8CF35EEF48C...

Diane Strickfaden,
Risk Manager

6/13/2024 | 5:39 PM PDT

Customer: DocuSigned by: 6BC0853B8F644F1...

By: _____

Name: James A. Light

Title: Mayor

Attest:

DocuSigned by: Eleanor Manzano 72F2AC716C214CF...

Eleanor Manzano, City Clerk

Approved as to form:

DocuSigned by: Michael W. Webb 669049EDE03D402...

Michael W. Webb, City Attorney

Proprietary and Confidential

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to the Redondo Beach Police Department ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"**Aggregated Data**" has the meaning specified in Section 6.1.

"**CJIS Security Policy**" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"**Client-Side Software**" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"**Criminal Justice Information Services Division**" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"**Customer Data**" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

"**Documentation**" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"Professional Services" has the meaning specified in Section 2.2.

"**Service**" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"**Third Party Data**" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**Third Party Products**" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"**Users**" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's

use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the currently adopted CJIS Security Policy (https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center) and any amendments thereto. Peregrine shall implement and maintain all physical, personnel, technical, encryption, and cybersecurity controls as outlined in the CJIS Security Policy. This includes, but is not limited to, the following duties and obligations:

2.3.1. Peregrine shall establish and enforce stringent access controls to ensure that only authorized personnel can access Customer Data.

2.3.2. Peregrine shall continuously monitor access and usage of Customer Data to detect and respond to any unauthorized activities or security breaches.

2.3.3. Peregrine shall develop, implement, and maintain a robust incident response plan to address any data breaches or security incidents in compliance with the CJIS Security Policy.

2.3.4. Peregrine shall use encryption technologies to protect Customer Data both at rest and in transit, ensuring compliance with CJIS encryption requirements.

2.3.5. Peregrine shall adhere to CJIS-defined policies for remote access, ensuring that all remote interactions with Customer Data are secure and compliant with the highest security standards.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. **Third Party Products**. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization. Peregrine shall ensure that any third parties involved in the provision or integration of Third Party Products comply with the same security and data protection standards as set forth in this Agreement. This includes, but is not limited to, the following obligations for third parties:

2.8.1. Third parties must comply with all security and data protection standards required under this Agreement, including the CJIS Security Policy and any amendments as described in Section 2.3.

2.8.2. Third parties must establish stringent access controls, continuously monitor access and usage of Customer Data, and use encryption technologies to protect Customer Data both at rest and in transit.

2.8.3. Third parties must develop, implement, and maintain a robust incident response plan to address any data breaches or security incidents, ensuring compliance with all applicable standards.

2.8.4. Peregrine shall conduct regular audits and monitoring of third parties to ensure compliance with these standards and immediately address any security vulnerabilities or breaches.

Peregrine shall ensure that any third parties it engages comply with these obligations and shall indemnify and hold harmless Customer from any breaches or failures to comply with the terms set forth in this Agreement by such third parties.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

2.10. CJIS Requirements. Peregrine certifies that it and its personnel will comply with the following security requirements: (a) Peregrine agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Peregrine agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Peregrine will only provide access to the Service and any Third Party Data through Peregrine-managed role-based access and applied sharing rules configured by Peregrine; (d) Peregrine agrees to create and retain activity transaction logs to enable auditing by Customer staff, CJIS and any Third Party Data owners; (e) Peregrine agrees to perform independent employment background screening for its staff at Peregrine's own expense; and (f) Peregrine agrees to reinforce staff policies for creating User accounts with only one Peregrine domain email address for each User, with exceptions only as granted in writing by Customer.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d)_ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the

purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. **Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that Peregrine obtain Customer's written consent prior to such use and it complies with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within forty-five (45) days of Customer's receipt of the invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology** "means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that

Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <https://peregrine.io/privacy-policy/>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. **Sensitive Information; Marking Requirements**. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information. Notwithstanding the foregoing, Peregrine shall treat all Customer Data as sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("Sensitive Information") unless explicitly directed otherwise by the Customer in writing. This includes all information protected by SB 1382 and all information within the scope of CJIS compliance.

6.5.1. Peregrine shall implement and maintain stringent access controls, encryption, and other protective measures in compliance with SB 1382 and the CJIS Security Policy to safeguard all Customer Data as Sensitive Information.

6.5.2. Peregrine shall ensure that all personnel handling Customer Data are trained on and adhere to these protective measures.

6.5.3. Peregrine shall immediately notify the Customer of any unauthorized access, disclosure, or loss of Sensitive Information and shall take all necessary actions to mitigate any potential harm and comply with applicable legal requirements.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (d) is received from a third party without breach of any obligation owed to the Disclosing Party; (e) required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 6250 ET SEQ.); (f) disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of Customer's City Council; or (g) disclosed as part of the Customer's customary contract approval process.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. **Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service using personnel of required skill, experience, and qualifications and in a professional manner consistent with generally recognized industry standards for similar services. Peregrine further commits to the continuous training of its personnel involved in the delivery of the Service, and (ii) the Service will perform substantially in accordance with the functional specifications set forth in the associated documentation provided to the Customer at the time of contract execution. Peregrine will promptly correct any Service failures to conform to this warranty at no additional charge to the Customer.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. **Indemnification by Peregrine**.

9.1.1. Peregrine shall, at its expense, defend the Customer and its officers, directors, officials, agents, volunteers, and employees ("Customer Indemnified Parties") against any claim made or brought against any Customer Indemnified Party by a third party alleging that:

(a) The Service as provided to Customer, when used in accordance with this Agreement, infringes any intellectual property rights of a third party (each, a "Customer Claim").

(b) There has been a breach of data security, unauthorized access, disclosure, or loss of Customer Data due to Peregrine's actions or negligence, including but not limited to any failures in complying with the CJIS Security Policy or SB 1382.

9.1.2. Peregrine shall indemnify and hold the Customer Indemnified Parties harmless from and against any liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to in a settlement by Peregrine with respect to such Customer Claim; provided that the Customer:

(a) Gives written notice of the Customer Claim to Peregrine;

(b) Allows Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not settle any claim unless it unconditionally releases Customer of all liability);

(c) Provides to Peregrine, at no cost to Customer, all reasonably available information and assistance in the defense and settlement of the Customer Claim.

9.1.3. Peregrine shall have no obligations under this Section 9.1 with respect to claims arising from:

(a) Customer's use of the Service in a manner not expressly authorized by this Agreement;

(b) modifications to the Service made by any party other than Peregrine, if the infringement claim would not have arisen but for such modification;

(c) the combination of the Service with any other product, software, or service not provided by Peregrine if the infringement claim would not have arisen but for such combination;

(d) Customer's continued use of the Service or any part thereof after Peregrine advised Customer to discontinue use due to such a claim;

(e) Third Party Products incorporated into the Service at Customer's request, unless such incorporation has been authorized by Peregrine in writing, in which case Peregrine will indemnify the Customer.

9.1.4. Should Peregrine believe that the Service is likely to become the subject of a claim of infringement, Peregrine shall at its option and expense:

(a) procure for the Customer the right to continue using the Service;

(b) replace or modify the Service so that it becomes non-infringing;

(c) if options (a) and (b) cannot be accomplished despite Peregrine's reasonable efforts, terminate the Agreement with respect to the disputed services and refund any pre-paid fees covering the remainder of the term of the terminated services.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Peregrine and its affiliates, officers, agents, and employees from any claims, damages, losses, liabilities, and expenses, including attorneys' fees, arising from or related to any third-party claim concerning: (a) Customer's or its users' negligence, willful misconduct, or fraud; (b) use of the Service in a manner not explicitly authorized in writing by this Agreement; or (c) the processing of Customer Data by Peregrine strictly adhering to the agreed data handling and privacy terms set forth herein. Peregrine must promptly notify the Customer of any such claim, cooperate reasonably with Customer in the defense of the claim, and allow Customer control over the defense and settlement, except that any settlement requiring Peregrine to admit liability or incur any expense must be consented to by Peregrine, which consent shall not be unreasonably withheld or delayed. Peregrine's failure to respond to a settlement proposal within fifteen (15) business days will be deemed as consent.

9.3. Sole Remedy. **THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.**

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY WITHIN THIS AGREEMENT, THE AGGREGATE LIABILITY OF PEREGRINE FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE THIRTY SIX (36) MONTHS IMMEDIATELY PRECEDING THE CLAIM, EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THERE SHALL BE NO CAP ON PEREGRINE'S LIABILITY FOR DIRECT DAMAGES.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Within thirty (30) days of the termination or expiration date, Peregrine shall:

11.3.1. Delete all Customer Data, including any backup copies, from its systems and any third-party systems used in the provision of the Service, unless otherwise legally prohibited.

11.3.2. Sever all connections to any agency and cloud systems used in the provision of the Service, ensuring that no residual access to Customer Data remains.

11.3.3. Provide written confirmation to the Customer that all Customer Data has been deleted and all connections have been severed as required.

11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.2, 11.3, and 12.

12. General Provisions.

12.1. Insurance. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as **Error! Reference source not found.**, and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Los Angeles County, CA or in the United States District Court for the Central District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any

particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Cyber Liability Insurance

Peregrine, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than $3,000,000 per occurrence to cover data breaches, cyberattacks, and other cybersecurity risks.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than $100,000.

Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds 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, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. Should it be determined by a court of competent jurisdiction or by the California Public Employees Retirement System ("PERS") that Peregrine, or any of its employees, agents, or subcontractors engaged in the fulfillment of this Agreement, qualifies for enrollment in PERS as an employee of the Customer, Peregrine shall indemnify, defend, and hold harmless the Customer, its officers, directors, agents, and employees from and against any and all liabilities, including, but not limited to, any claims for employee and/or employer contributions to PERS, penalties, interests, and any other costs associated with such enrollment that would otherwise be borne by the Customer. Furthermore, Peregrine agrees to:

(a) Peregrine shall take all necessary measures to ensure all personnel associated with the execution of this Agreement are classified in accordance with prevailing legal standards to prevent misclassification. Peregrine shall also adhere to all relevant laws and regulations governing employee classification and shall rectify any misclassifications immediately upon discovery.

(b) Peregrine shall promptly notify the Customer of any communication from PERS or any other entity concerning potential or actual misclassification of personnel deemed to be public employees under this Agreement. Peregrine shall cooperate fully with the Customer in the investigation and resolution of such issues.

(c) The obligations set forth in this indemnification shall survive the termination or expiration of this Agreement and shall continue to protect the Customer against any claims or liabilities that may arise subsequent to, and in relation to, services rendered during the term of the Agreement.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Appendix C: Statement of Work

Scope & Description of the Peregrine Service Applications

The Peregrine platform (the "Service," "Peregrine"), is a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from Redondo Beach Police Department (RBPD)-defined data sources. Under this scope of work, Peregrine will integrate data from the following RBPD sources:

- Mark43 RMS
- Mark43 CAD
- Axon Evidence.com
- Vigilant LPR (30-day retention)
- Flock LPR (30-day retention)
- LaserFiche

For LPR data, this scope of work supports 30-day retention of detections and up to 40,000,000 annual detections.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives. Additionally, this scope of work allows for an unlimited number of users from RBPD to access and utilize Peregrine.

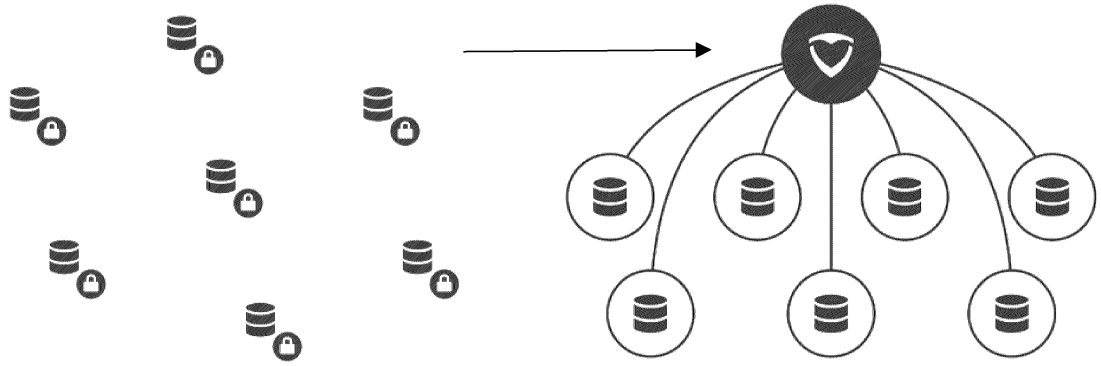
The platform performs several critical functions including data integration, search and information retrieval, advanced analytics, data management, reporting, data exchange and sharing, access control, audit logging, and security.

The Peregrine platform provides an efficient method for turning large amounts of raw data into actionable information. Peregrine does not provide nor create new data for its customers—our platform integrates existing data and makes it available to end users in a decision-ready state.

DATA INTEGRATION & MODELING

The RBPD has volumes of valuable data, but that value cannot be unlocked because data is scattered across separate systems, siloed in ways that prevent it from being understood and analyzed together. The Peregrine platform is built to rapidly integrate, clean, transform, and model large amounts of raw data from disparate systems and continuously surface actionable information while reducing manual processing needs.

Peregrine Unlocks Data Sources by Integrating Them into a Single, Secure Platform



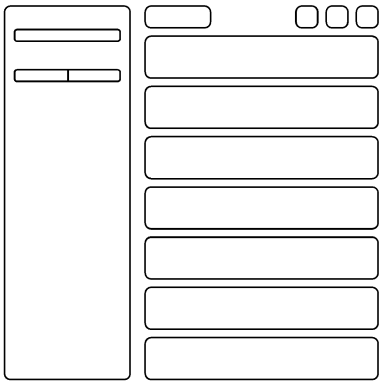
The platform securely integrates data in near-real time to ensure that users have the most current and reliable information when and where they need it. As data flows into the platform, granular security controls, retention policies, and changes from underlying systems are continuously monitored and applied.



As soon as data enters the platform, it is mapped to an agency-specific data model that is molded to the unique operations of the RBPD. This data model provides a dynamic representation of all data – entities, locations, events, and the links between them. Harmonizing multi-source data into one data model allows users to smoothly analyze data without requiring a technical understanding of the underlying source systems themselves.

The data model is a dynamic layer of the Peregrine platform, one that can evolve and adapt in response to changes in the RBPD's underlying data systems, even as those systems are upgraded or swapped out.

SEARCH & INFORMATION RETRIEVAL

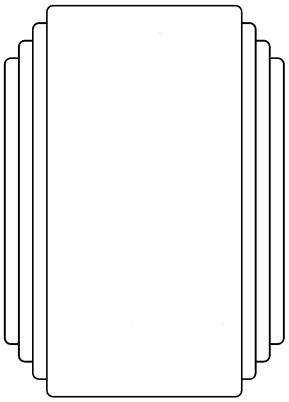


Once data is integrated into the Peregrine platform, it is immediately accessible through front-end applications. Personnel can easily search for data and filter based on criteria relevant for their investigations, analysis, or other workflow. The Peregrine platform is intuitive to use, allowing personnel of varying technical abilities, skillsets, and functions to surface information that is relevant to them and streamline their unique search workflows.

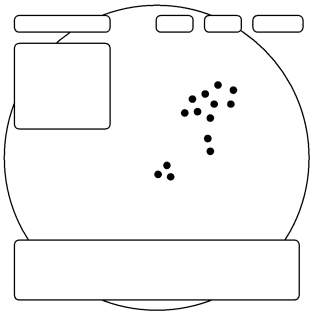
The platform is designed to be walk-up usable; new users of the platform can immediately surface, analyze, and action data by navigating the platform's intuitive user interface and applications. These users have multiple ways to surface and view relevant information, allowing them flexibility to approach questions and decisions in ways that best suit them. These features mean that users arrive at answers more quickly and with greater accuracy, saving time and effort.

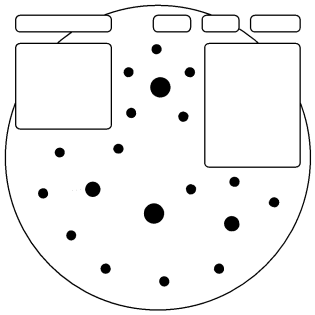
EXPLORATION, VISUALIZATION, & REPORTING TOOLS

The Peregrine platform provides a powerful suite of tools for the exploration, visualization, and reporting of data. These tools enable personnel to create dynamic data products and reports—such as interactive maps, network graphs, and dashboards—that automatically update as new data flows into the platform. Personnel can smoothly move data between analytical tools, viewing the same data in different modalities without having to log into different systems or applications. The following subsections provide more information regarding these analysis tools.



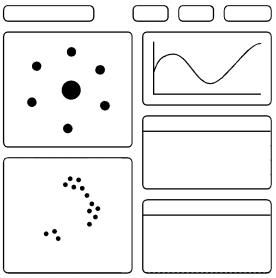
Geospatial Analysis Tool. To better understand geographical assets, events, and trends, the Peregrine platform includes an interactive Map application. The Map allows users to conduct visually intuitive geographical analysis on all agency data, both historical and in real-time. Users can surface trends, make connections, filter to areas of interest, drill into specific events, particular time periods, and add new layers of relevance on top as needed. The Map is designed for next-generation geographic contextual and situational awareness, allowing users to explore and answer specific questions with the most relevant data. The Map is intuitive for all personnel whether they are consuming pre-built analyses, conducting ad-hoc searches, or creating complex geospatial products from scratch.





Link Chart Analysis Tool. The platform's Link Chart aids in the discovery and visualization of connections between otherwise disconnected data. The Link Chart allows users to discover links between people, places, entities, and events across one or multiple degrees of separation. Peregrine's platform also automatically extracts links from both structured and unstructured data to illuminate connections between people, places, events, documents, and media data without requiring manual processing. For example, an address written in narrative form within a scanned document can be automatically linked to a person living at that address or to a vehicle registered there.

Reports & Dashboards. The platform's report and dashboard applications provide configurable, real-time executive summaries to inform situational awareness, statistical analysis, and decision making. Reports and dashboards are configurable to meet the unique needs and visual preferences of individual users. All reports and dashboards are directly connected to real-time data feeds, empowering users to drill down from high-level summary information to the most granular context with a single click. Once a user creates a dashboard, they can continue to use it indefinitely—and share it as needed.



Temporal Analysis Tool. By centralizing data—and all associated metadata—from data systems, users can understand and surface trends over time. Through an intuitive interface, users can analyze how, e.g., calls for service or types of incidents vary by day of week and time of day. Peregrine supports robust search and query capabilities at the day of week and hour of day level, enabling users to conduct analysis over specific units, in specific shifts, at specific locations. As a result, organization can make more informed, data-backed resourcing decisions to more effectively meet mission outcomes.

Real-Time Alerting. With all data centrally located, users can receive real-time notification on new data from any source system. The Peregrine platform's alerting technology can notify specific users if a pre-defined data entity was added or removed, viewed, downloaded, renamed, or shared. This includes geo-fenced areas or user-defined polygons. For instance, if a neighborhood is experiencing a trend in a type of crime, a Peregrine user can create an alert through the platform's "follow" feature. If another similar crime occurs in the defined area, a real-time notification will be sent to all users following this alert via email, SMS, or both.

Mobile Application.

The Peregrine Mobile application has many of the same capabilities as our web-based platform and includes the ability to: search across siloed data systems; rapidly visualize and analyze data with a variety of analytical tools (maps, tables, etc.), securely chat and send information between personnel and teams, and configure custom alerts. Peregrine's Mobile application is protected through two-factor authentication, including biometric authentication, and all data in the application is fully secured and encrypted to ensure CJIS compliance. This Mobile application is available on both iOS and Android devices.

Permission-based Collaboration & Sharing

The Peregrine platform provides features for secure collaboration and sharing that will enable the RBPD to build deeper, trusting partnerships with local and regional stakeholders, including with city leadership and the broader community. The platform's granular access and usage control capabilities prevent unauthorized or inappropriate use or sharing of sensitive data while allowing agencies and departments to share information with their partners in a deliberate, precise, and auditable manner.

Collaboration in the Peregrine platform extends beyond simple data sharing; it also allows for multiple users to work within the same application at the same time across multiple devices and locations. The platform's collaboration features compound the value of users' work by dynamically connecting them in real time with other users who are working with or interested in the same data. In this way, the Peregrine platform generates opportunities for users to improve the quality and speed of their answers by connecting them to users who are asking the same question.

Peregrine's collaboration features will allow RBPD users to share information available in Peregrine with authorized external users (e.g., other neighboring law enforcement agencies) even if those users' organizations do not have their own Peregrine software licenses.

Implementation and Delivery Methodology

Peregrine engages with our customer via fixed-price, annual licenses. A Customer's license includes all needed implementation and delivery support to achieve project objectives.

Implementation team. Peregrine implementation teams consist of software engineering, product development, human-centered design, user engagement, and training experts. The Peregrine implementation team will provide the Customer continuous support and collaborate closely with the Customer to provide use case development, data modeling, data integration, training curriculums, use case / workflow development, and continuous support. This team is committed to ensure that the Peregrine platform is quickly deployed, securely configured, and adopted for its intended purpose.

Solution Timeline & Implementation Model. Each Peregrine platform implementation consists of four steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within 90 days.*

Milestone	Delivery	Deliverable
1 – Kickoff and Scoping	Week 2	1. Determine priority order of data integrations and user groups 2. Facilitate Peregrine team access to data sources and initial users 3. Set up project team and steering committee
2 – Data Integration, Data Modeling, and User Discovery	Month 1	1. Deploy the Peregrine platform 2. Ingest, integrate, transform, model, and validate data sources 3. Configure permission controls 4. Introduce platform to the first set of users 5. Conduct 45-day steering committee review
3 – Real-time Workflows and Analytics	Month 2	1. Initiate user training 2. Develop and implement user and team-specific workflows
4 – Operationalization and Next Steps	Month 3	1. Continue collecting feedback and improve user workflows 2. Validate work based on actionable results 3. Identify next steps 4. Conduct 90-day steering committee review (quarterly thereafter)

** Integration timelines provided are from date of access to relevant networks and data sources.*

Peregrine's implementation team will work with RBPD to get access to appropriate networks and data sources in a timely manner and requires support from the Customer to facilitate such access.

Required Assistance from Customer IT. Under this scope of work, Peregrine will be integrating sources of information that are hosted on premises within RBPD's network and sources that are third-party, cloud hosted systems. Peregrine requests the following support from RBPD IT. The methods outlined below are Peregrine's preferred methods of connecting to relevant networks and systems. Should any of those methods be unavailable, Peregrine will work with RBPD IT to determine the most efficient and effective methods to allow for data access.

- Enable access to RBPD's network by, among other things, enabling an IPSec tunnel that enables Peregrine's access to necessary systems hosted within RBPD's network;
- enable access to RBPD's identity and access management (IDAM) solution in order to enable synchronization with RBPD's login credentials;
- provide read-only accounts to all in-scope RBPD-managed and hosted systems (e.g., Laserfiche);

- provide or facilitate the provision to accounts to all in-scope third-party managed and hosted systems (e.g., Mark43, Evidence.com, Flock, Vigilant).

Support Methodology

Peregrine provides ongoing support to the Customer on a 24x7x365 basis as part of the annual term license. The Peregrine platform includes an integrated support feature by which users can file support issues or ask questions. Additionally, self-help user guides are available in the Peregrine Knowledge Base, designed to answer frequently asked questions and provide walk through guides of common workflows.

System Availability

During any calendar month, the Peregrine system shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the system, provided that Peregrine is not responsible for any downtime of the applications or software caused by third party data services (e.g., RMS databases). Peregrine shall provide prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the system, as well as periodic updates during the unscheduled downtime regarding Peregrine's progress in remedying the unavailability and the estimated time at which the system shall be available.

Issue Response and Resolution

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix	Status Updates
1	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

- **"Severity level 1 error"** means any system error that, for fifty percent (50%) or more of RBPD's users, renders the system or any material portion of the system inoperative, or materially impairs use of the system in a production environment.
- **"Severity level 2 error"** means any system error that, for fifty percent (50%) or more of RBPD's users, substantially impairs use of one or more features or functions of the system.

"Severity level 3 error" means any system error that, for fifty percent (50%) or more of RBPD's users, has a minimal impact on the performance or operation of the 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 5th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8F044F1...
James A. Light, Mayor

TURBO DATA SYSTEMS INC.,
a California corporation

Signed by:
Roberta J Rosen
A9FB0647AEC24CF...
By: _____
Name: Roberta J. Rosen
Title: President

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC710C214CF...
Eleanor Manzano, City Clerk

APPROVED:

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Signed by:
A5A27AAE40834DE...
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 consistencies 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.

turboDATA SYSTEMS



Electronically Submitted on 3/31/2025

More To Sea℠ redondo BEACH



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

Table of Contents

Company Experience 4
Proposed Team 6
Turbo Data Systems ticketPRO™ platform 10
Parking Citation Management System PCMS 12
Citation Issuance Hardware and Software TPM 24
Parking Permit Management System PPMS 29
Network and Security Infrastructure 35
Implementation Plan 38
Cost Proposal 41
References 48

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:
• Parking Citation Processing • Admin Citation Processing • Permit Management and Fulfillment • Traffic Citation Processing • Online - Paperless Appeals • Administrative Adjudication Services • Interactive Voice Response System • Internet Credit Card Payments & Info • Notice/Correspondence • Cashiering Systems • Banking Services • Special Delinquent Collections • Franchise Tax Board Collections • CA DMV Interface • NLETS Interface – Out-of-state • Digital Archiving	• ***ticket**PRO*™ Web Customer Citation Portal • ***ticket**PRO*™ Web Services API • ***ticket**PRO*™ **nFORCER** Parking • ***ticket**PRO*™ **nFORCER** Traffic • ***ticket**PRO*™ **nFORCER** Code • ***ticket**PRO*™ Reporter • ***pticket**.COM* Public Payments & info • ***eAppeals**PRO* Web Contesting • ***report**NET* Digital Online Reports • ***dmv**COMM* DMV Communicator • ***turbo**INSIGHTS* Dashboard • ***field**TRACKER* Locate and Monitor • ***notify**LPR* ALPR Integration • ***geta**PERMIT* Management Portal • Partner Integrations • Court Integrations • RMS Integrations - RIMS

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.

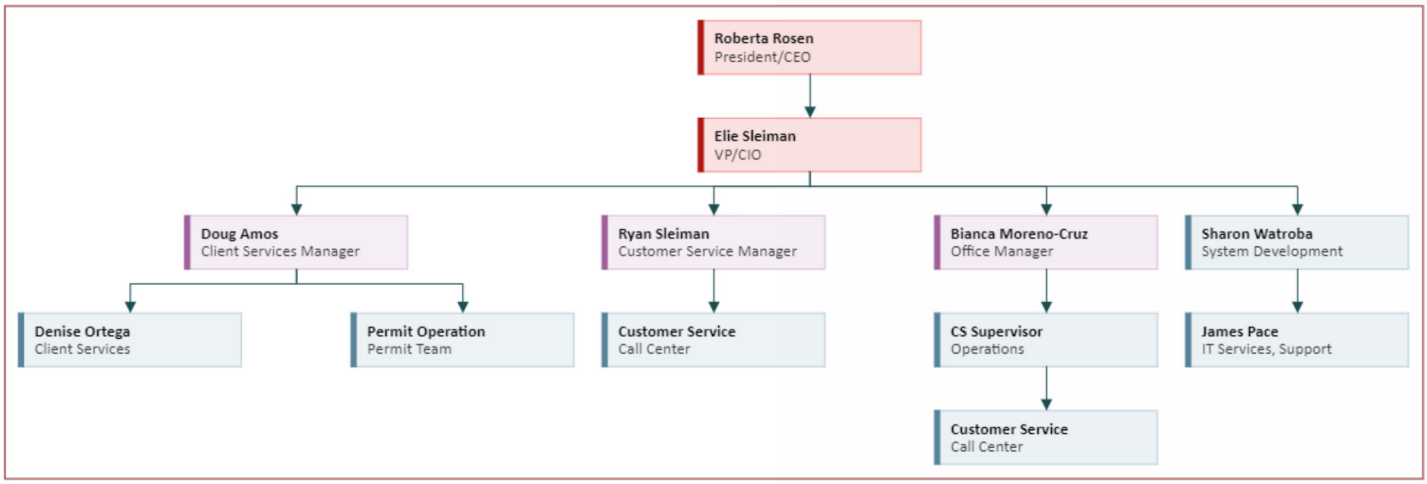
Turbo Data's History Timeline

- 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.



Proprietary and Confidential
Do not Distribute

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

****

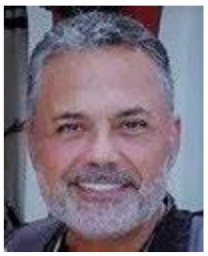
Corporate Officers



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.

Proprietary and Confidential

Do not Distribute

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.

Proprietary and Confidential

Do not Distribute



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.



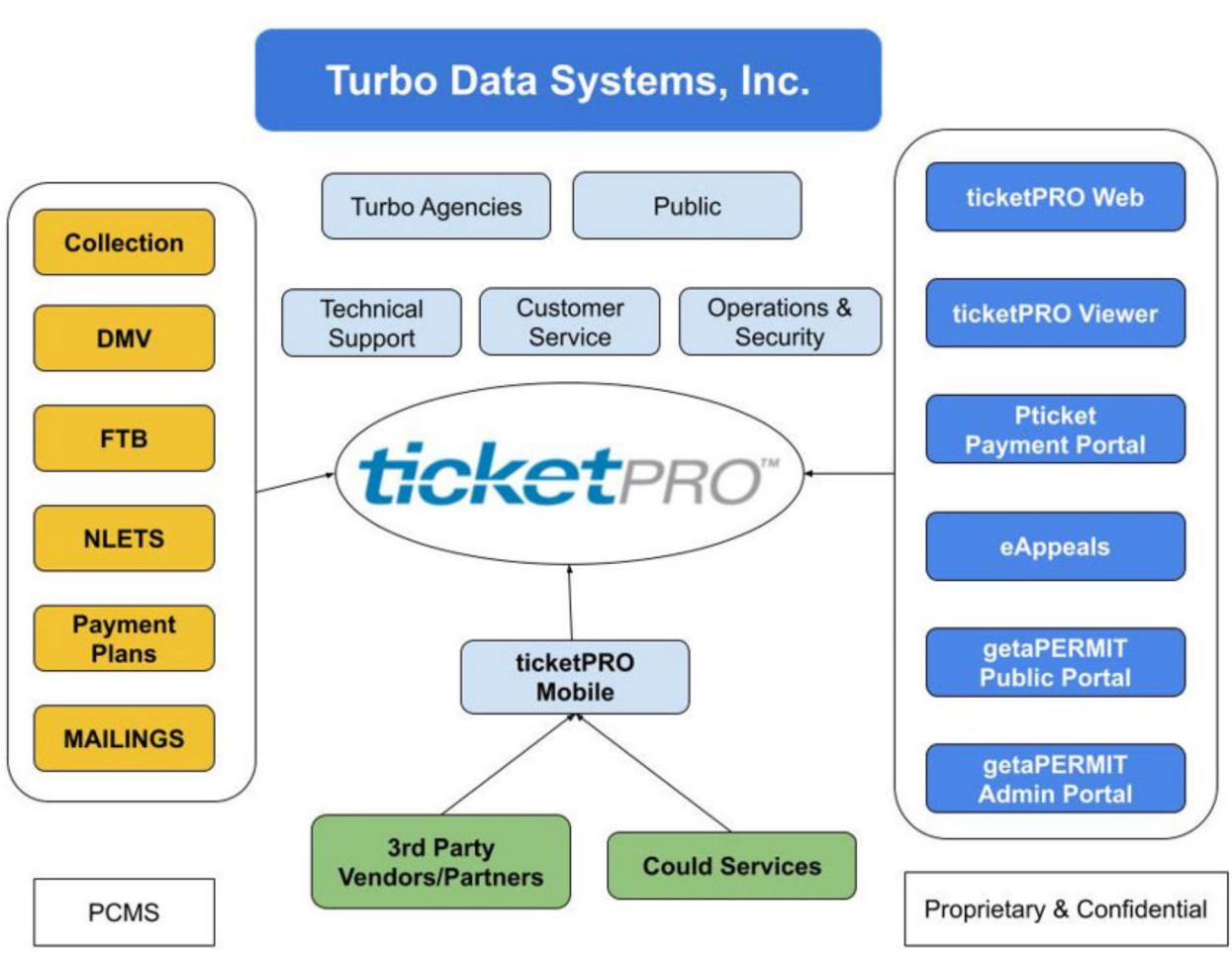
Sharon A. Watroba
Project Manager
Technical Installation Support

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.

Proprietary and Confidential
Do not Distribute

Turbo Data Systems ticketPRO™ platform



Proprietary and Confidential
Do not Distribute

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



Proprietary and Confidential
Do not Distribute

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.

Included Notice Form Information	
• Issuing Agency & Description • Phone Number for Inquiries/Questions • Registered Owner Name & Address • Property Owner or Violator/Tenant • Vehicle State & License Plate Number • Vehicle Registration Expiration Date • Vehicle Make/Color/Full VIN • Citation Number, Issue Date & Time • Violation Location • Notice Mailing Date • Violation Description	• Due Date • Amount Due Before Due Date • Amount Due After Due Date • Consequences of Late Payment • Consequences of No Payment (DMV Hold) • Scofflaw/Repeat Offender Repercussions • Payment Mailing Address • Return Envelope • Payee Name • Inquiry/Payment Website Address • Instructions to Clear/Contest Citation

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*

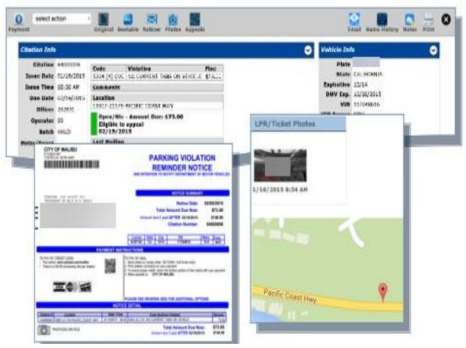
Cloud-based access is available to the city 24/7 using a web browser and a secure Internet Connection. Real-time access offers our clients the most current database information. All transactions, such as citation records, payments, dismissals, administrative adjudication information, notes, registered 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.	
• Citation Date/Time • Violations and Fines • Location of Violation • Current Status • Vehicle Information • Notices Mailed and Dates • DMV Vehicle Make	• DMV Registration Expiration • DMV Registered Owner Name/Address • Responsible Party Name/Address • Contesting Dates and Results • Payment and Collections History • DMV Vehicle VIN

The citation details screen contains all pertinent information on each citation:

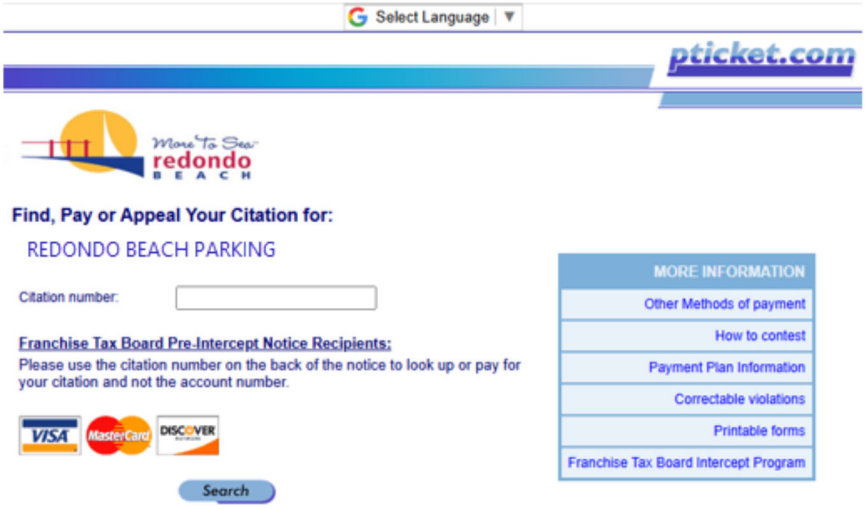


Online Access to the public - pticket.com

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 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.



Proprietary and Confidential
Do not Distribute

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 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***, 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***.

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 (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***
- Public can appeal online with the ability to upload photos and documents
- Agency can perform paperless online reviews and decisions through ***eAppealsPRO***
- Provides specific status on IVR and ***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.



Proprietary and Confidential
Do not Distribute

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.

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.

Smartphone • Samsung XCover6 Pro • (L-6.65 x W-3.15 x 0.39 in) Weight-8.29 oz • Display 6.6 inches • Android 12 + with One UI 6 • Storage 128GB • Battery Li-Po 4050 mAh, removable • GPS, Wi-Fi, Bluetooth • 4/5G • Push-to-talk (PTT) button	
Printer • (5.9 in. L x 4.7 in. W x 2.4 in. H) • Weight 1.39lbs/0.63 kgs • Android, Apple iOS • 3250 mAh Battery • IP54 rated • MIL-STD 810G certified • Tolerance of multiple drops from 6.6 ft./2 m to concrete • Simple easy-to-read LCD • Print speed Up to 5 in per second	

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.



Proprietary and Confidential
Do not Distribute

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.

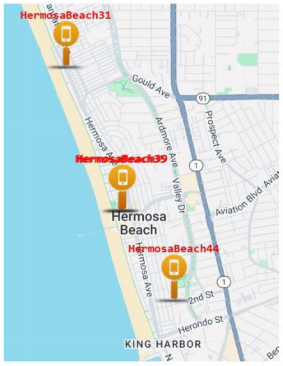
GPS/GIS
Citations are automatically geo-tagged and mapped on ticketPRO™ Viewer and *turboINSIGHTS* for Agency access.

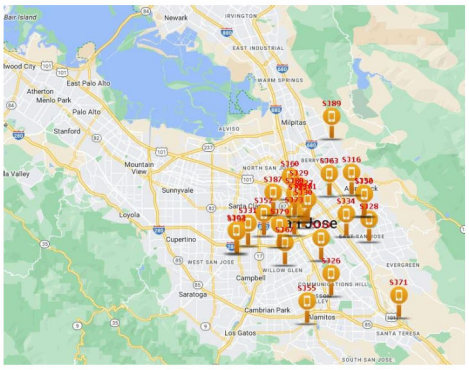
Scofflaw Report
A scofflaw file and a scofflaw report are generated each day. The file contains the most current habitual offenders and is used by ticketPRO™ Mobile and ALPR vehicles. The reports are updated daily for manual use. Taking advantage of multi-agency contracts, TDS can provide a combined 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.





Proprietary and Confidential
Do not Distribute

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.

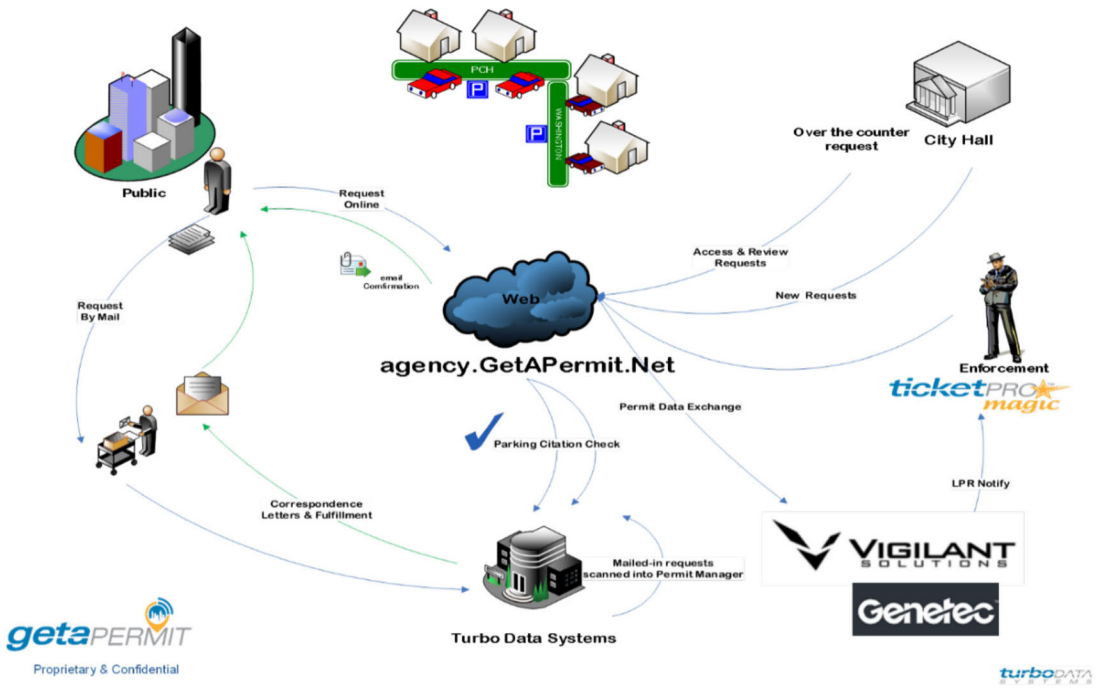
Vehicle Changes/ Permit Replacement

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.



Proprietary and Confidential

Do not Distribute

Unpaid Citation Notification (checkCITATION)

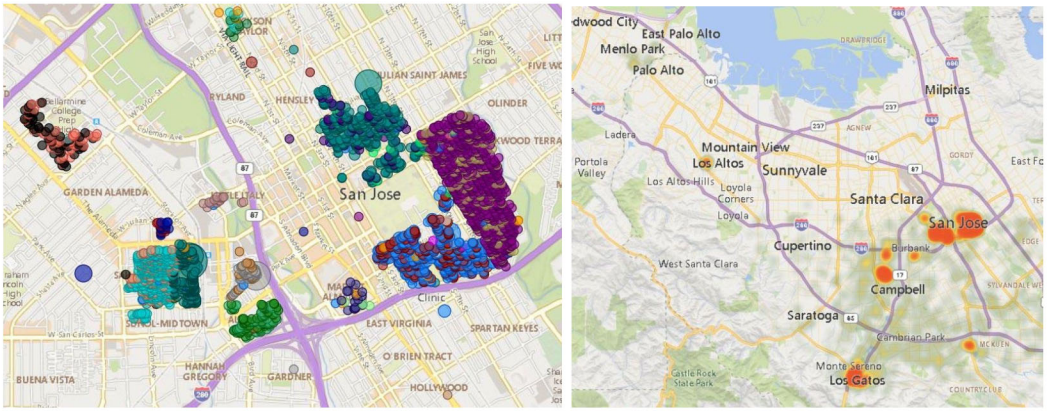
getaPERMIT supports the option to interface with the citation database and reports on outstanding citations. This can prevent the purchase/renewal of a permit once the outstanding citations are paid. Visitors will be redirected to the payment website and then returned to the permit page to continue their 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.





Proprietary and Confidential
Do not Distribute

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

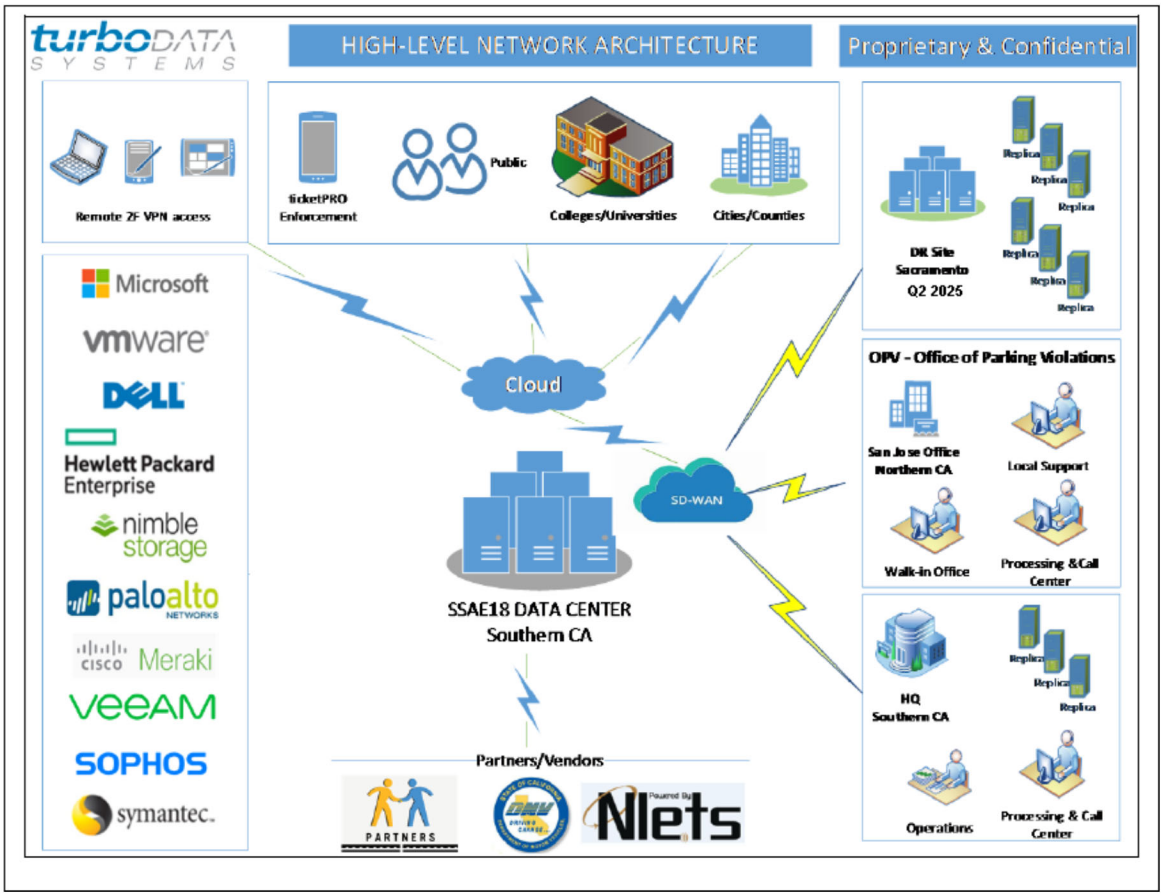
Our core network services are in an SSAE18 Colo-Data center. This is a highly secure off-site facility designed to withstand major disasters. Our equipment is housed in a controlled environment, which provides a complete physical access lockdown.

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.



Proprietary and Confidential
Do not Distribute

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	**Sign the Contract and determine Go Live Date**	Prior to 5/15/2025	0	Prior to 5/15/2025
TDS REDONDO BEACH	**Schedule Kick-off Meeting**	Prior to 5/15/2025	1	Prior to 5/15/2025
	PCMS Implementation Start Date: May 15, 2025			
TDS REDONDO BEACH	**Kick-off Meeting** ▪ Introductions, Key Contacts, Project Managers ▪ PCMS Implementation Review ▪ Overview of existing ticketPRO services/software ▪ Review Citation notice, penalty, and collection timeline ▪ Confirm Banking process and access ▪ Set milestones and completion timelines ▪ Confirm all hardware deliverables and criteria for completion	5/15/2025	1	5/15/2025
REDONDO BEACH TDS	**Review/Modify/Order manual citations** ▪ City to order; TDS will assist with proof changes	5/16/2025	40	6/25/2025
REDONDO BEACH DMV TDS	**Vendor transition item** ▪ City to complete online DMV PARC Code forms ▪ TDS and DMV will assist with PARC transition	5/17/2025	30-45	6/17/2025 To 7/1/2025
REDONDO BEACH PRIOR VENDOR TDS	**Vendor transition item** ▪ City to obtain Test Citation Data from prior vendor ▪ TDS to provide SFTP drop site for citation data files	5/18/2025	5	5/22/2025
REDONDO BEACH PRIOR VENDOR TDS	**Vendor transition items** ▪ Confirm processing cutoff dates with prior vendor ▪ Determine cutoff for sending manual/electronic citations to prior vendor ▪ Establish new P.O. Box address for mailed processing	5/20/2025	1	5/20/2025
REDONDO BEACH	**Provide violation/ fine schedule to TDS** ▪ Include penalties, NSF fees, other fees	5/20/2025	5	5/25/2025
REDONDO BEACH	**Provide list of back office and front desk/cashier users to TDS** ▪ TDS will set security role options (enter payments; dismiss/reduce, etc.)	5/20/2025	7	5/27/2025
TDS	**Import/test citation data from prior vendor** ▪ Create test conversion data & develop conversion program	5/23/2025	15	6/7/2025
TDS	▪ Enter fine schedule, officers, and user roles into ticketPRO ▪ Setup notice scheduling and standard reports ▪ Assign agency call center phone number and payment PO box	5/25/2025	5	5/30/2025
TDS REDONDO BEACH	**Review and approve custom notice text**	6/3/2025	3	6/6/2025
TDS REDONDO BEACH	**Conference Call to review implementation milestones** ▪ Discuss coordination of administrative hearings	6/4/2025	1	6/4/2025
TDS	**Setup online website for payment and information (pticket.com)** ▪ Test Public online payments (pticket.com) and Phone (IVR) payments	6/5/2025	4	6/9/2025
TDS	**ticketPRO Parking Database ready**	6/10/2025	1	6/10/2025
TDS	**TDS setup phone/IVR and online payment merchant**	6/10/2025	7	6/27/2025

TDS REDONDO BEACH	**Meeting/Call on Implementation Milestones** ▪ Confirm Status: Remote Bank Deposit access ▪ Schedule Date for web training of Agency office/cashier staff ▪ Confirm new Citation stock delivery status	6/11/2025	1	6/11/2025
TDS	▪ Setup Adjudication controls, processing parameters and users ▪ Setup scheduled jobs for Agency Citation Database	6/12/2025	2	6/13/2025
TDS	**Pticket.com and Phone (IVR) ready for processing**	6/15/2025	2	6/17/2025
TDS REDONDO BEACH	**Training Date for PCMS** ▪ Online training is available by department and/or individual ▪ Additional training as needed	6/20/2025	1	6/20/2025
REDONDO BEACH PRIOR VENDOR	**Prior Vendor Processing Cutoff** ▪ Final complete data files from prior vendor delivered to TDS ▪ Forward all unprocessed vendor items to TDS PO BOX ▪ Prior Vendor removes all Citation records at Franchise Tax Board Collections	6/27/2025 or TBD	1	6/27/2025 or TBD
TDS	**Load Converted Data with the final complete data file**	6/27/2025	3	6/30/2025
TDS	**ticketPRO PCMS ready for parking processing** .	6/30/2025	1	6/30/2025
TDS	**Pticket.com and Phone/IVR activated for public**	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	**Sign Contract and determine Go Live Date**	Prior to 5/15/2025	**0**	Prior to 5/15/2025
TDS REDONDO BEACH	**Schedule Kick-off Meeting**	5/15/2025	0	5/15/2025
	TPM Implementation Start Date: May 15, 2025			
TDS REDONDO BEACH	**Kick-off Meeting** ▪ Introductions, Key Contacts, Project Managers ▪ TPM Implementation Review ▪ Overview of ticketPRO Mobile ▪ ALPR interface (if applicable) ▪ Approve new smartphones/printers and/or All-in-One quantities ▪ Approve TPM accessories ▪ Set milestones and completion timelines	5/15/2025	1	5/15/2025
TDS	**Order new TPM hardware (eta based on availability)** ▪ Smartphones ▪ Bluetooth Printers ▪ All-in-One nFORCER units ▪ Battery Charging bays/Charging Docks ▪ Additional agency approved accessories	5/16/2025	21 to 28	6/5/2025 to 6/12/2025
TDS	**Order new TPM supplies** ▪ Citation rolls and envelopes ▪ Generic citation rolls available immediately	5/19/2025	21 to 30	6/5/2025 to 6/15/2025
REDONDO BEACH	**Provide Issuance Lists to TDS (excel)** ▪ City Streets and Locations ▪ Violation codes descriptions, fines ▪ Time marked/chalked zones; names and durations ▪ Comments used most often ▪ Repeat offender/Escalating fines if applicable	5/22//2025	7	5/29/2025
REDONDO BEACH	**Provide issuing officer/3rd party list to TDS** ▪ Full Name, Badge/ID, Department, Phone/email	5/22/2025	6	5/28/2025
TDS	**Install TPM software onto new hardware**	6/15/2025	5	6/20/2025
TDS	**Deliver citations and envelopes**	6/25/2025	1	6/25/2025
TDS REDONDO BEACH	**Deliver new TPM hardware to agency**	6/25/2025	1	6/25/2025
TDS REDONDO BEACH	**Training with PCOs** ▪ New ticketPRO Mobile feature training	6/25/2025	1	6/25/2025
COMPLETE	**TPM implementation complete**	6/26/2025	1	6/26/2025

PERMIT MANAGEMENT SYSTEMIMPLEMENTATION (PPMS) - getaPERMIT.net				
Required Participants	**Item**	**Projected Start Date**	**Estimated Duration Days**	**Projected Completion Dates**
TDS REDONDO BEACH	**Sign Contract and determine Go Live Date**	Prior to 5/15/2025	**0**	Prior to 5/15/2025
TDS REDONDO BEACH	**Schedule Kick-off Meeting**	Prior to 5/15/2025	0	Prior to 5/15/2025
	PPMS Implementation Start Date: May 15, 2025			
TDS REDONDO BEACH	**Kickoff Meeting** 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	**Permit Meeting with TDS and City contacts review data/parameters needed from City** 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	**Order Permit Supplies for Physical Hangtags/Decals**	5/16/2025	30-45	6/20/2025
TDS	**Configuration of PPMS** 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	**PPMS testing and final setup (Residential Permits)** 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	**PPMS training for agency users**	6/20/2025	1	6/20/2025
REDONDO BEACH	**Staging/Sandbox PPMS available to City Staff**	6/20/2025	10	6/30//2025
REDONDO BEACH	**Activate Public Access to PPMS on City website**	7/1/2025	1	7/1/2025
PERMITS COMPLETE	**PPMS Residential permits ready for public**	7/1/2025	0	7/1/2025

Cost Proposal

Parking Processing Management

Fee Per Electronic and Manual Parking Citation Issued	$0.50 – Electronic $0.70 - Manual
• Entry of all citations. • Citation dispositions (bounced checks, payments, extensions, etc.) • DMV interface (r/o retrieval and placing and releasing registration holds) • Toll-free telephone number (for public access) • Multi-lingual interactive voice response system (IVR) • Customer services representatives (8 am – 5 PM, Mon - Fri, excluding holidays) • Daily pickup of payments and other documents from a TDS-provided P.O. box. • Scan and remote deposit checks into the agency's bank account. • pticket.com web pages customized for the agency. • Database maintenance and daily system backups. • Secure cloud access for agency staff. • Documentation and training for the use of the TDS-provided online system. • Ongoing client support and training.	
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.	

ICS Delinquent Collections	25% of amount collected
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. **Cost recovery option available**	
Franchise Tax Board Collections	$2.50 Per Account Letter +15% of amount collected
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. **Cost recovery option available**	
Credit Card Payments (Internet and Phone/IVR)	No Charge to Agency
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).	
Banking Options - Agency may Choose from the following:	
Option 1: Remote (Scan)Check Deposits • Electronic deposits (scanning checks) into the Agency's existing bank account incur no monthly fee. • Same day funding credit for bank deposits. • Scanned check images available for investigations.	No Charge to Agency
Option 2: TDS Bank Management • Process all parking deposits into a separate account set up for the Agency. • Scanned check images available for investigations. • $5.00 fee per NSF/Chargeback and refund billed to Agency. • Write and send monthly surcharge check to the county based on reporting. • Write a check to TDS for services rendered. • Reconcile the account monthly and provide monthly reconciliation of all activities in the account. • Write a check to Agency monthly for the balance of the funds.	$150/month plus bank fees/supplies
Customization Charges 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.	$80 per hour
Postal Rate Increase Offset	
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)

ticketPRO™ Mobile Solution

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.

Initial One-time Fees	Unit Cost
ticketPRO™ Mobile software setup and configuration: Initial setup and installation of software with agency specific information	$100 per unit
36-Month Lease	**Monthly Rate**
Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan • Samsung Galaxy XCover6 PRO smartphone • Zebra ZQ511 Bluetooth printer • USB C Power Adaptor • 4/5G data plan • ticketPRO™ Mobile parking software • Remote management software • ticketPRO™ Mobile and RM software licenses • Maintenance and support	$135 per month per unit
Monthly Lease Details	**Rate**
Smartphone: 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
Bluetooth Printer: 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
Managed 4/5G Voice and Data Plan (Push-to-Talk service optional for an additional fee)	Included
ticketPRO™ Mobile Software: 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
ticketPRO™ Mobile Software Annual License	Included
Remote Management Software Maintenance and Support: 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)

ticketPRO Mobile Solution Option-2 (All-in-one nFORCER-II Print)

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.

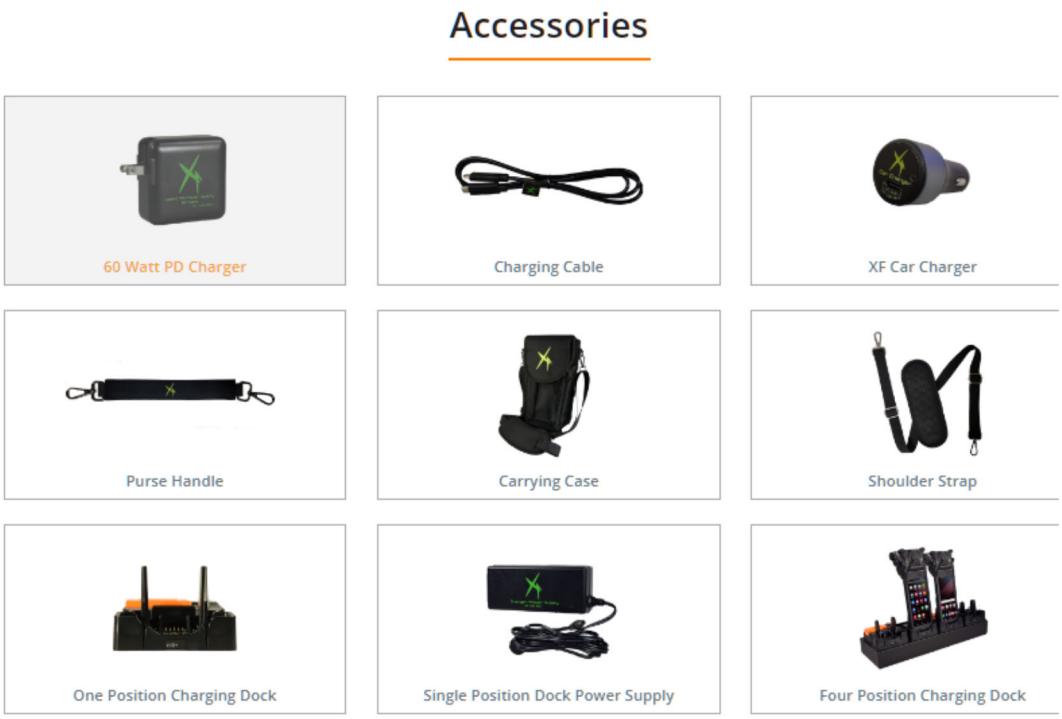
Initial One-time Fees	Unit Cost
ticketPRO Mobile software setup and configuration: Initial setup and installation of software with agency specific information	$100 per unit
Existing Lease	**Monthly Rate**
Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan • All included, all-in-one rugged nFORCER-II (smartphone + printer) • 4/5G data plan • Docking power stations • ticketPRO Mobile parking and/or admin software • Remote management software • ticketPRO Mobile and RM software licenses • Maintenance and support 	$150 per month per unit
Monthly Lease Details	**Rate**
Smartphone: Built-in rugged Samsung smartphone or equivalent | High-Res Camera | Bluetooth | USB Charging | 4/5G LTE	Included
Printer: Built-in 3" printer.	Included
Managed 4/5G Voice and Data Plan	Included
ticketPRO Mobile Software: 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
ticketPRO Mobile Software Annual License	Included
Remote Management Software Maintenance and Support: 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



Parking Tickets Printed Media

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
This fee will cover the basic maintenance and availability of the system for the public and the city: ▪ Online Account Registration. ▪ Online Permit Applications by Public & Uploading of Documents. ▪ Cloud Document Storage. ▪ Allows Agency entered Permit Applications. ▪ Dedicated FAQ; Info Panel Updates ▪ Unpaid Parking Citation Check; Requires Citation Payment prior to Permit Approval/Issuance. ▪ Self-Service Internet access 24/7 for the public to view their permit information. ▪ Online Support for the Agency Staff via email 8am-5pm Monday-Friday (excluding Holidays)	
Permit Fee – Physical Permits (Decals and hangtags) • Decals and Hangtags. • Permits issued by agency and/or TDS. • Permit tracking for ticketPRO™ Enforcement Integration.	$2.00 per permit
Permit Fee – Digital Permits • PDF Digital Permits; Printable paper permits. • Virtual Permits: Vehicle Plate is the permit. • Commonly used for Guest Permits, Temporary Permits, etc. • Permit tracking for ticketPRO™ Enforcement Integration	$1.00 per permit
Credit Card Payments (Internet) 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	
Fulfillment Services (Optional)- Performed by TDS staff. • Review/Approval of submitted account documents (physical & digital) • Review/Approval of submitted permit application documents. • Includes manual entry of mailed/emailed accounts. • Permit stock inventory management. • Issue physical permits and deliver via mail with a letter. • **First class postage rate will be added per mailed permit.**	$2.75 per permit

Mailed Letters/Correspondence This fee will cover the mailing of a single page of information, such as asimple renewal letter or a rejection letter, etc. Other mailings outside ofthe fulfillment process can be negotiated.	$1.00 per letter (Plus 1st class postage)
Group Email Correspondence 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.	$55.00 per group email

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.

City of Newport Beach	
Janine Williamson **Fiscal Specialist/Finance Department** **(949) 644-3142** **jwilliamson@newportbeachca.gov**	**100 Civic Center Dr.** **Newport Beach, CA 92660**
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 + Genetec ALPR	***ticketPRO*™ mobile** ticket writers
Citation Processing	Adjudication with ***eAppeals*PRO**
Out-of-state Citation Processing	Innovative Collection Services
Administrative Citation Processing	Franchise Tax Board Services
Credit Card Payment Processing	Parkmobile, T2, Curbtrac, Paybyphone, LAZ

City of San Jose	
Elias Khoury **Parking Manager DOT** **(408) 408-975-3707** **Elias.khoury@sanjoseca.gov**	**200 East Santa Clara Street, 7th Floor** **San Jose, CA 95113**
The City of San Jose joined TDS in 1998. They issue over 210,0000 citations and over 10,000 parking permits annually. Here is a list of services provided:	
Citation Processing	***ticketPRO*™ mobile** ticket writers
Permit Management and Fulfillment	Innovative Collection Services
Credit Card Payment Processing	Franchise Tax Board Services
Adjudication with ***eAppeals*PRO**	Vigilant ALPR, PassportParking, SPPlus

City of Bellflower	
Brian McNerney **Director of Public Safety** **(562) 804-1424 x 2532** **bmcnerney@bellflower.org**	**16600 Civic Center Drive** **Bellflower, CA 90706**
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	***ticketPRO*™ mobile** ticket writers
Permit Management and Fulfillment	Innovative Collection Services
Online Credit Card Payment Processing	Franchise Tax Board Services
Adjudication with ***eAppeals*PRO**	***ticketPRO*™ mobile** 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; 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

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
• Entry of all citations. • Citation dispositions (bounced checks, payments, extensions, etc.) • DMV interface (r/o retrieval and placing and releasing registration holds) • Toll-free telephone number (for public access) • Multi-lingual interactive voice response system (IVR) • Customer services representatives (8 am – 5 PM, Mon - Fri, excluding holidays) • Daily pickup of payments and other documents from a TDS-provided P.O. box. • Scan and remote deposit checks into the agency's bank account. • pticket.com web pages customized for the agency. • Database maintenance and daily system backups. • Secure cloud access for agency staff. • Documentation and training for the use of the TDS-provided online system. • Ongoing client support and training.	
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.	

ICS Delinquent Collections	25% of amount collected
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. **Cost recovery option available**	
Franchise Tax Board Collections	$2.50 Per Account Letter +15% of amount collected
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. **Cost recovery option available**	
Credit Card Payments (Internet and Phone/IVR)	No Charge to Agency
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).	
Banking	
TDS Bank Management • Process all parking deposits into a separate account set up for the Agency. • Scanned check images available for investigations. • $5.00 fee per NSF/Chargeback and refund billed to Agency. • Write and send monthly surcharge check to the county based on reporting. • Write a check to TDS for services rendered. • Reconcile the account monthly and provide monthly reconciliation of all activities in the account. • Write a check to Agency monthly for the balance of the funds.	$150/month plus bank fees/supplies
Customization Charges • 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.	$80 per hour
Postal Rate Increase Offset	
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)

ticketPRO™ Mobile Solution 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.	
Initial One-time Fees	**Unit Cost**
ticketPRO™ Mobile software setup and configuration: Initial setup and installation of software with agency specific information	$100 per unit
36-Month Lease	**Monthly Rate**
Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan • Samsung Galaxy XCover6 PRO smartphone • Zebra ZQ511 Bluetooth printer • USB C Power Adaptor • 4/5G data plan • ticketPRO™ Mobile parking software • Remote management software • ticketPRO™ Mobile and RM software licenses • Maintenance and support	$135 per month per unit
Monthly Lease Details	**Rate**
Smartphone: 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
Bluetooth Printer: 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
Managed 4/5G Voice and Data Plan (Push-to-Talk service optional for an additional fee)	Included
ticketPRO™ Mobile Software: 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
ticketPRO™ Mobile Software Annual License	Included
Remote Management Software Maintenance and Support: 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

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
This fee will cover the basic maintenance and availability of the system for the public and the city: ▪ Online Account Registration. ▪ Online Permit Applications by Public & Uploading of Documents. ▪ Cloud Document Storage. ▪ Allows Agency entered Permit Applications. ▪ Dedicated FAQ; Info Panel Updates ▪ Unpaid Parking Citation Check; Requires Citation Payment prior to Permit Approval/Issuance. ▪ Self-Service Internet access 24/7 for the public to view their permit information. ▪ Online Support for the Agency Staff via email 8am-5pm Monday-Friday (excluding Holidays)	
Permit Fee – Physical Permits (Decals and hangtags) • Decals and Hangtags. • Permits issued by agency and/or TDS. • Permit tracking for ticketPRO™ Enforcement Integration.	$2.00 per permit
Permit Fee – Digital Permits • PDF Digital Permits; Printable paper permits. • Virtual Permits: Vehicle Plate is the permit. • Commonly used for Guest Permits, Temporary Permits, etc. • Permit tracking for ticketPRO™ Enforcement Integration	$1.00 per permit
Credit Card Payments (Internet) 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	
Fulfillment Services (Optional)- Performed by TDS staff. • Review/Approval of submitted account documents (physical & digital) • Review/Approval of submitted permit application documents. • Includes manual entry of mailed/emailed accounts. • Permit stock inventory management. • Issue physical permits and deliver via mail with a letter. • **First class postage rate will be added per mailed permit.**	$2.75 per permit

Mailed Letters/Correspondence This fee will cover the mailing of a single page of information, such as asimple renewal letter or a rejection letter, etc. Other mailings outside ofthe fulfillment process can be negotiated.	$1.00 per letter (Plus 1st class postage)
Group Email Correspondence 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.	$55.00 per group email

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.

TURBDAT-01 LWANG2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2025

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

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

PRODUCER License # 0C36861
Irvine - Alliant Insurance Services, Inc.
18100 Von Karman Ave 10th Fl
Irvine, CA 92612

CONTACT NAME: Christina M Mountz
PHONE (A/C, No, Ext): (909) 886-9861 FAX (A/C, No): (909) 886-2013
E-MAIL ADDRESS: cmountz@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Turbo Data Systems, Inc
1551 N Tustin Ave Ste 950
Santa Ana, CA 92705

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		ZLP-71N66963-24-I5	8/1/2025	8/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA-0X531020-25-I5-G	8/1/2025	8/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			CUP-0X534427-25-I5	8/1/2025	8/1/2026	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		UB-5Y330739-25-I5-G	7/1/2025	7/1/2026	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)
City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named as Additional Insureds as respects to General Liability as required by written contract, per the attached carrier endorsements.

CERTIFICATE HOLDER

City of Redondo Beach
401 Diamond St.
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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 S**ECTION 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.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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:**

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

PERETEC-01 ASCHIANTARELLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/5/2026

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	CONTACT NAME: Christine Lamont
Kore Insurance Holdings, LLC P.O. Box 473 354 Eisenhower Parkway, Plaza 1 Livingston, NJ 07039	PHONE (A/C, No, Ext): (973) 974-9430 FAX (A/C, No): E-MAIL ADDRESS: clamont@koreins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	15792
INSURER B : Evanston Insurance Company	35378
INSURER C : The Hartford *	19682
INSURER D : Axis Surplus Insurance Company	26620
INSURER E : Scottsdale Insurance Company	41297
INSURER F :	

INSURED
Peregrine Technologies, Inc.
71 Stevenson St
Ste 700
San Francisco, CA 94105

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Owner's & Contractor GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: Professional Liability	X	X	ESO0040779318	4/12/2026	4/12/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Limit	$ 2,000,000 $ 250,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		ESO0040779318	4/12/2026	4/12/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			MKLV1EUL105929	4/12/2026	4/12/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	13WECAC3TVE	12/4/2025	12/4/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability			26-110016507	3/8/2026	3/8/2027	Cyber Liability	5,000,000
E	Cyber Liability			EKS3611560	3/8/2026	3/8/2027	Cyber Liability	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Redondo Beach Police Department is included as additional insureds on the General liability and Auto liability, including completed operations, when required by written contract. 30-day notice of cancellation applies. Waiver of Subrogation applies to Workers Compensation when required by written contract.

CERTIFICATE HOLDER

Redondo Beach Police Department
401 Diamond St
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

TURBDAT-01 NMUDDEGOWDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2026

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 License # 0C36861 Irvine - Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine, CA 92612	CONTACT NAME: Christina M Mountz PHONE (A/C, No, Ext): (909) 886-9861 FAX (A/C, No): (909) 886-2013 E-MAIL ADDRESS: cmountz@alliant.com
INSURED Turbo Data Systems, Inc 1551 N Tustin Ave Ste 950 Santa Ana, CA 92705	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		ZLP 71N66963	8/1/2026	8/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BA 0X531020	8/1/2026	8/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP 0X534427	8/1/2026	8/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-5Y330739-26-I5-G	7/1/2026	7/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named as Additional Insureds as respects to General Liability as required by written contract, per the attached carrier endorsements.

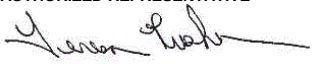
CERTIFICATE HOLDER

City of Redondo Beach
401 Diamond St.
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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:**

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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

 © 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Administrative Report

H.12., **File #** 26-1004 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: **ELEANOR MANZANO, CITY CLERK**

TITLE

DECLARE THE FOLLOWING COMMISSION POSITION VACANT BASED ON ABSENCES FROM 3 OR MORE MEETINGS SINCE OCTOBER 1, 2025, PURSUANT TO REDONDO BEACH MUNICIPAL CODE SECTION 2-9.107(7) AND;

AUTHORIZE THE CITY CLERK TO POST A NOTICE OF VACANCY FOR THE PUBLIC AMENITIES COMMISSION POSITION

EXECUTIVE SUMMARY

On October 14, 2025, the City Council adopted Ordinance 3298-25, which became effective November 13, 2025, amending our Redondo Beach Municipal Code Section 2-9.107 regarding the Uniform Regulations of Commissions, Vacancies (a) In the following instances a board member of commissioner's position shall automatically become vacant and so declared by the City Council if the board member or commissioner…

"(7) Is absent from three regular meetings of such board or commission during any 12 month period of time after October 1, 2025. For the purposes of determining absences, a board or commission member shall not be deemed absent if a meeting is canceled, unless the board or commission member's absence was the cause of the meeting's cancelation due to lack of quorum…"

Therefore, Public Amenities Commissioner Mara Lang, with the ending term date September 30, 2028, position declared vacant and authorize the City Clerk to Post Notice of Vacancy for the above commission.

Administrative Report

H.13., **File #** 26-0935 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: EUGENE SOLOMON, CITY TREASURER

TITLE

RECEIVE AND FILE THE CITY TREASURER'S FOURTH QUARTER 2025-26 REPORT

EXECUTIVE SUMMARY

The City Treasurer manages the City's cash flows while earning a competitive rate of return on investments within the constraints of the City's Investment Policy and the California Government Code. This City Treasurer's report for the fourth quarter of FY 2025-26 details the composition of the investment portfolio and investment transactions that occurred during the period from April to June 2026. Meeder Investment serves as an investment advisor to the City Treasurer. The Meeder Investment report with this package includes a comprehensive analysis of the City's investment portfolio and investment market trends.

Notable sections of this report include:

- Treasurer's Portfolio Summary
- Investment Reporting Guidelines
- Comparison of LAIF and CAMP
- Investment Report by Meeder Investment
    - Portfolio Summary
    - Investment Policy Compliance Report
    - Investment Activity Report
    - Economic and Market Update

City Treasurer's Portfolio Summary

The City's investment portfolio is in compliance with the City's Investment Policy and the California Government Code as of quarter end. The market value of the City's general investment portfolio changed to $89.30MM from $77.76MM at the end of the prior quarter. This change in the investment portfolio resulted from anticipated fluctuations in cash flow trends for both general operations and the capital improvement program's revenue and spending.

The City has sufficient liquidity to meet expenditures for the next six months. Investment portfolio liquidity comprises both the City's LGIP balances, 46.9% of the portfolio as of quarter end, and securities maturing within one year, 37.9%.

Quarter Over Quarter Comparison of Investment Portfolio Positions

Portfolio positions at the end of each quarter are listed by investment type, dollar amount (book value), and percentage mix of the overall general investment portfolio.

Comparison of Investment Portfolio Positions

Fiscal Year 2025-2026

	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Cash in Banks	$11,795,033		$10,424,788		$9,289,338		$8,463,482	
Investment Type	**$**	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Money Market	$9,330,381	12.8%	$7,801,389	9.8%	$1,230,883	1.6%	$441,115	0.5%
CAMP	$12,401,737	17.0%	$12,530,377	15.7%	$59,885	0.1%	$60,450	0.1%
Local Agency Investment Fund	$108,917	0.2%	$15,110,107	18.9%	$30,116,452	38.7%	$41,398,964	46.3%
Treasuries	$15,928,128	21.8%	$8,948,228	11.2%	$12,564,491	16.1%	$15,580,697	17.4%
Federal Agency Issues	$24,834,595	33.9%	$24,874,731	31.2%	$24,913,994	32.0%	$24,953,694	27.9%
Commercial Paper	-	-	-	-	-	-	-	-
Corporate Medium Term Notes	$10,565,811	14.4%	$10,583,199	13.3%	$9,012,154	11.6%	$7,016,220	7.8%
Bank Certificates of Deposit	-	-	-	-	-	-	-	-
Total Investment Portfolio	**$73,169,570**	**100.0%**	**$79,848,030**	**100.0%**	**$77,897,859**	**100.0%**	**$89,451,139**	**100.0%**
Weighted Average Maturity (Yrs)	0.75		0.54		0.52		0.45	
Effective Rate of Return YTD	3.23%		3.28%		2.90%		3.05%	
LAIF Apportionment Rate	4.34%		4.20%		3.98%		3.92%	
Benchmark Yield at Market	4.34%		4.25%		4.12%		4.04%	
Interest Earned YTD	$575,653		$1,074,634		$1,699,108		$2,381,298	
General Fund Contribution (~60%)	$345,392		$644,781		$1,019,465		$1,428,779	

Fiscal Year 2024-2025

	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Cash in Banks	$7,621,789		$25,487,932		$13,508,000		$9,865,121	
Investment Type	**$**	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Money Market	$6,410,529	6.9%	$125,864	0.2%	$2,716,937	3.2%	$3,208,888	3.5%
CAMP	-	-	-	-	$8,099,787	9.5%	$19,252,779	21.2%
Local Agency Investment Fund	$104,103	0.1%	$105,337	0.1%	$106,563	0.1%	$107,737	0.1%
Treasuries	$38,496,825	41.2%	$31,755,588	41.7%	$32,804,960	38.6%	$32,890,362	36.2%
Federal Agency Issues	$35,668,724	38.2%	$31,704,178	41.6%	$28,743,576	33.8%	$24,794,460	27.3%
Commercial Paper	-	-	-	-	-	-	-	-
Corporate Medium Term Notes	$12,463,061	13.3%	$12,495,672	16.4%	$12,527,582	14.7%	$10,548,423	11.6%
Bank Certificates of Deposit	$247,995	0.3%	-	-	-	-	-	-
Total Investment Portfolio	**$93,391,237**	**100.0%**	**$76,186,640**	**100.0%**	**$84,999,404**	**100.0%**	**$90,802,649**	**100.0%**
Weighted Average Maturity (Yrs)	1.45		1.46		1.12		0.76	
Effective Rate of Return YTD	3.21%		3.08%		3.26%		3.07%	
LAIF Apportionment Rate	4.71%		4.62%		4.48%		4.40%	
Benchmark Yield at Market	4.21%		4.38%		4.45%		4.40%	
Interest Earned YTD	$615,313		$1,070,841		$1,604,265		$2,793,124	
General Fund Contribution (~60%)	$369,188		$642,505		$962,559		$1,675,874	

Fiscal Year 2023-2024

	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Cash in Banks	$6,469,818		$13,256,219		$11,755,717		$10,560,379	
Investment Type	**$**	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Money Market	$8,733,993	8.8%	$19,612,340	19.5%	$15,881,678	15.4%	$18,202,927	17.0%
CAMP	-	-	-	-	-	-	-	-
Local Agency Investment Fund	$98,106	0.1%	$100,842	0.1%	$101,853	0.1%	$102,941	0.1%
Treasuries	$32,755,612	32.9%	$28,785,152	28.7%	$33,811,331	32.7%	$33,785,899	31.5%
Federal Agency Issues	$49,969,031	50.2%	$48,017,978	47.8%	$48,066,986	46.5%	$46,615,561	43.4%
Commercial Paper	-	-	-	-	-	-	-	-
Corporate Medium Term Notes	$6,905,358	6.9%	$2,921,402	2.9%	$4,468,652	4.3%	$8,405,345	7.8%
Bank Certificates of Deposit	$991,797	1.0%	$991,856	1.0%	$991,914	1.0%	$247,965	0.2%
Total Investment Portfolio	**$99,453,897**	**100.0%**	**$100,429,570**	**100.0%**	**$103,322,415**	**100.0%**	**$107,360,638**	**100.0%**
Weighted Average Maturity (Yrs)	1.96		1.73		1.54		1.39	
Effective Rate of Return YTD	2.82%		2.96%		2.71%		2.78%	
LAIF Apportionment Rate	3.59%		4.00%		4.30%		4.55%	
Benchmark Yield at Market	2.66%		3.10%		3.53%		3.95%	
Interest Earned YTD	$675,178		$1,260,353		$2,023,050		$2,773,041	
General Fund Contribution (~60%)	$405,107		$756,212		$1,213,830		$1,663,825	

Fiscal Year 2022-2023

	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Cash in Banks	$10,955,229		$9,223,658		$6,359,470		$9,742,075	
Investment Type	**$**	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Money Market	-	-	$5,149,678	4.4%	$13,392,052	11.3%	$8,931,843	7.8%
CAMP	-	-	-	-	-	-	-	-
Local Agency Investment Fund	$16,071,480	14.5%	$27,137,556	23.1%	$5,225,372	4.4%	$1,087,813	0.9%
Treasuries	$32,895,368	29.7%	$27,910,842	23.8%	$32,831,737	27.8%	$37,713,483	32.9%
Federal Agency Issues	$53,439,957	48.3%	$47,448,367	40.4%	$56,867,881	48.1%	$56,918,780	49.7%
Commercial Paper	-	-	-	-	-	-	-	-
Corporate Medium Term Notes	$6,981,521	6.3%	$8,847,387	7.5%	$8,866,737	7.5%	$8,885,872	7.8%
Bank Certificates of Deposit	$1,239,564	1.1%	$991,622	0.8%	$991,680	0.8%	$991,738	0.9%
Total Investment Portfolio	**$110,627,890**	**100.0%**	**$117,485,452**	**100.0%**	**$118,175,459**	**100.0%**	**$114,529,529**	**100.0%**
Weighted Average Maturity (Yrs)	1.99		1.72		1.97		1.91	
Effective Rate of Return YTD	1.51%		1.71%		2.10%		2.29%	
LAIF Apportionment Rate	1.35%		2.07%		2.74%		3.15%	
Benchmark Yield at Market	0.97%		1.38%		1.76%		2.19%	
Interest Earned YTD	$425,012		$952,194		$1,695,368		$2,435,724	
General Fund Contribution (~60%)	$255,007		$571,316		$1,017,221		$1,461,434	

Yield

The weighted average yield to maturity at cost (book yield) of the portfolio is 3.41%. The effective rate of return for the fiscal year to date is 3.05%. Yield is a snapshot in time of what the portfolio is **expected** to earn including certain assumptions whereas the effective rate of return is the annualized return on **actual** investment income received during a period of time.

Investment Portfolio Performance vs. Benchmark

At the end of the quarter, the yield to maturity at cost on the City's investment portfolio was 3.41%. The City's yield at cost was 0.63% below the benchmark's yield at market was 4.04%. The 30-month moving average of the yield at market of the ICE BofA U.S. Treasury Note 0-5 Year Index is used to represent a market rate of return.

Mark to Market

The City Treasurer compares market values of the portfolio holdings to their original cost. At the

close of the quarter, the net asset value is $1.00, which means the market value is line with the original cost of investments. The market value of $89,295,277 is $155,862 below the portfolio's book value (original cost) of $89,451,139.

Trading Activity
During the quarter, the City purchased three U.S. Treasury securities and two securities matured.

Transaction	Settle Date	Issuer	Par	Yield	Maturity Date
Buy	06/02/2026	UNITED STATES TREASURY	$2,000,000	4.04%	05/31/2028
Buy	06/17/2026	UNITED STATES TREASURY	$1,000,000	4.16%	05/31/2031
Buy	06/17/2026	UNITED STATES TREASURY	$1,000,000	4.09%	06/15/2029
Maturity	05/31/2026	UNITED STATES TREASURY	$1,000,000	-	05/31/2026
Maturity	06/10/2026	JOHN DEERE CAPITAL CORP	$2,000,000	-	06/10/2026

Fiscal Impact
Interest earned for the Fiscal Year 2025-2026 was $2,381,298 for the entire portfolio. The General Fund constitutes approximately 60% of the investment portfolio and the interest income generated by the portfolio, resulting in $1,428,779 interest income apportioned to the General Fund. The budgeted contribution of interest to the General Fund for this fiscal year was $1,500,000.

LAIF Balances

Account	As of June 30, 2026
General Account	$41,398,964.48
Successor Agency for RDA	$2,146,552.38
Public Financing Authority	$2,248,961.56
Parking Authority	$5,945.91
Total	**$45,800,424.33**

Cash in Banks

Fund*	As of June 30, 2026
General Fund	$8,463,481.50

Workmen's Compensation Fund	$1,048,680.25
Successor Agency of RDA	$1,727,617.49
Trust Account	$7,614.40
Housing Authority BLKPNDG	$3,172,487
Financing Authority	$158,939
Parking Authority	$1,074.46
Measure R Local Return	$1,857,377.02
City of Redondo Beach - FSA	$106,837.51
Total	**$16,544,108.63**

*All Agency, Authority, and Miscellaneous Funds in Banks

Bank Account Descriptions

General Fund - 201
Into the City's general checking account are deposited most of the City's revenue, including General Fund taxes, grant revenue (except for the Housing Authority), Harbor Enterprise rental income, and sewer fees. From the general checking account are automatic transfers to the payroll and warrant accounts (as payments clear the bank) and purchases of investments.

Workmen's Compensation Fund - 210
A Bank of America checking account has been established for the payment of workers' compensation claims. The City's third-party administrator, AdminSure, writes the checks from this account on the City's behalf. Monthly, the City replenishes the account with a City Council-approved accounts payable check.

Successor Agency of RDA - 213 / Successor Agency of RDA - 694
The Successor Agency to the former Redevelopment Agency maintains both a Bank of America checking account (with a larger balance) and a Bank of America interest checking account (with a smaller balance). A few years ago, the bank changed the accounts to this structure from a checking account and a savings account. The checking account activity reflects biannual deposits of Redevelopment Property Tax Trust Fund (RPTTF) revenue as a result of the Recognized Obligation Payment Schedule (ROPS) process, whereby the City reports to the Department of Finance the amount of funding necessary to make its Redevelopment Agency debt service payments (together with the applicable administrative costs). Those debt service payments are then made from this checking account, and the administrative cost reimbursement is transferred to the City's general checking account. The activity in the interest checking account is currently only deposits of interest earned.

Trust Account - 212
The Police Department deposits bail money into this checking account and then transfers these funds to the courts by way of checks. The balance of the account has been $7,364.40 for several years, but it could be higher at the end of the month/quarter if a check is outstanding at the time.

Housing Authority - 207/Housing Authority - 023
The Housing Authority maintains both a checking account and a government money market savings

account. Into the checking account are deposited grant funds from HUD for the operation of the Fair Housing and Section 8 housing programs. Payments to landlords are then made monthly from this account, and periodically, a check is written to the City as reimbursement for administrative costs paid by the City on the Housing Authority's behalf. The activity in the government money market savings account is currently only deposits of interest earned.

Financing Authority - 168
The Community Financing Authority (CFA), a joint powers authority of the City and the Parking Authority, was formed January 31, 2012 when the Kincaid's Restaurant lease was transferred from the Public Financing Authority (PFA), a joint powers authority of the City and the Redevelopment Agency, upon the Redevelopment Agency's elimination by the State. The Financing Authority checking account is used for the lease-related transactions, including rental income, loan payments, sewer user fees, and possessory interest property tax payments.

Parking Authority - 675
The Parking Authority was established on March 3, 1969, under the provisions of the Streets and Highways Code of the State of California. Its primary purpose has been to provide public off-street parking within the City. The Parking Authority is currently inactive, with a little more than $5,000 remaining in a Bank of America interest checking account and a little less than $5,000 remaining in a LAIF account from its previous activities.

Measure R Local Return - 874
Measure R monies come from a 2008 voter-approved ½ cent sales tax levied within Los Angeles County for public transportation purposes. Per a Los Angeles County Metropolitan Transportation Authority (LACMTA) audit recommendation, Measure R monies are to be maintained in a separate bank account. Because expenditures from the Measure R Fund (primarily for capital improvement projects) are paid through the City's accounts payable system and "General Fund" bank account, this separate Measure R Local Return interest checking account is funded by periodic transfers from the "General Fund" bank account instead of Measure R monies being deposited directly to the account.

City of Redondo Beach - FSA - 825
The City contracts with Sterling to offer its employees Flexible Spending Accounts (FSAs), which allow the employees to set aside, before taxes, a portion of their yearly income to pay for qualified medical and/or dependent care expenses. These funds withheld from the employees' paychecks are transferred to this separate checking account each pay period. The medical and dependent care expenses are then paid by Sterling from this account.

Investment Reporting Guidelines
Please note the following guidelines from the Government Finance Officers Association *Financial Management Checklists for Elected Officials:*

- Always remember whose money it is (it's the community's, not yours)-and act accordingly in a responsible stewardship capacity.
- The generally accepted objectives in managing public funds, in priority order, are:
    - Safety
    - Liquidity
    - Yield

- An investment manager's objective is to earn a reasonable rate of return on the City's investments, while preserving capital in the overall portfolio. It should never be an investment manager's goal to earn maximum returns on the city's portfolio, as this would expose the city to an unacceptable level of risk. Failures in public investing occur when either:
    - Policies were not clear.
    - Policies were inappropriate.
    - Policies were not followed.
    - Oversight was inadequate.

Questions to Ask:

- Do you review the investment policy?
- Do you understand the City's investment program?
- Do you receive and review periodic investment reports?
- Are they clear, concise? Are they readable? Do you fully understand them? (If you can't, this is more likely to be because they've been presented poorly, and may reflect problems, than any "technical" problems with your ability to understand them because it's too "complex." First, it's the job of your staff to make them readable and understandable; and secondly, if the City's portfolio is genuinely that complex, perhaps it shouldn't be.)
- Are there lots of investments and transactions? Why? Most cities do not have portfolios that justify "active" management with lots of sales, purchases, and trades.
- Are your investments diversified? Or have you placed "all of your eggs in one basket?"
- What ongoing oversight is there? By whom?

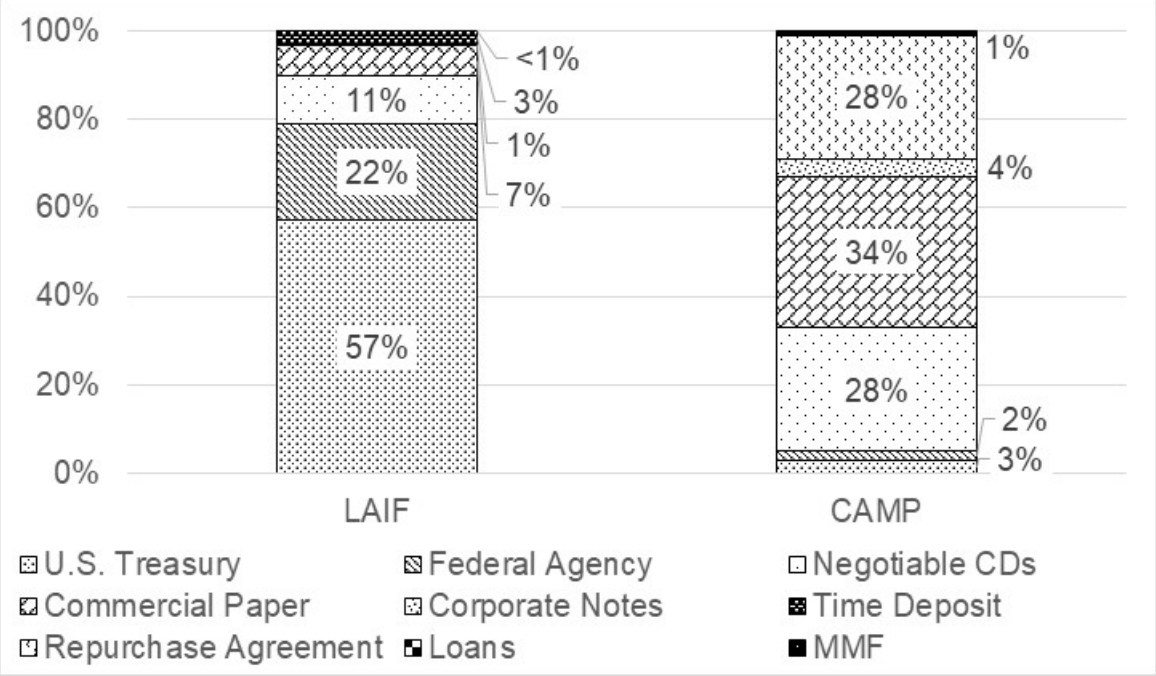
Comparison of LAIF and CAMP

LAIF, the Local Agency Investment Fund, and CAMP, the California Asset Management Program, are both local government investment pools (LGIPs) offering California public agency investors high-quality, short-term investments for cash management.

A primary distinction is that LAIF is operated by the State Treasurer, while CAMP is a joint powers authority (JPA). LAIF is managed and administered by the California State Treasurer under California Government Code §16429.1 et seq, which defines LAIF's universe of authorized investments. LAIF pays a quarterly distribution. CAMP is permitted by California Government Code 53601(p). CAMP is governed by representatives of JPA member agencies and professionally managed, investing in high-quality investments permitted by California Government Code §53601. CAMP pays a monthly distribution.

Another key distinction is the differences in the investment strategy employed by each pool, which drives the differences in their yield and performance through interest cycles. LAIF tends to invest primarily in government securities and has maintained a weighted average maturity of around 260-280 days historically. LAIF has not obtained a credit rating. CAMP adheres to GASB 79 and S&P guidelines to maintain its AAAm rating, which both restrict underlying maturities and credit quality as well as pool level risk characteristics such as weighted average maturity (must remain at or below 60 days). LAIF does not promise dollar in dollar out transactions though it has historically operated that way, providing a Fair Value Factor to monitor the value LAIF balances. CAMP is managed to maintain a stable net asset value of $1.00, meaning share balance is the same as the dollar value. Both are designed to provide public agencies with a safe, liquid investment option.

Sector Composition as of June 30, 2026



Submitted by:
Eugene Solomon, City Treasurer

ATTACHMENTS

- Meeder Investment Report for the Fourth Quarter ended June 30, 2026
- Fourth Quarter PowerPoint Presentation
- Administrative Report - Budget and Finance Commission, August 13, 2026
- Blue Folder Item - Budget and Finance Commission - Item J.1, August 13, 2026

City of Redondo Beach

Investment Report

As of June 30, 2026

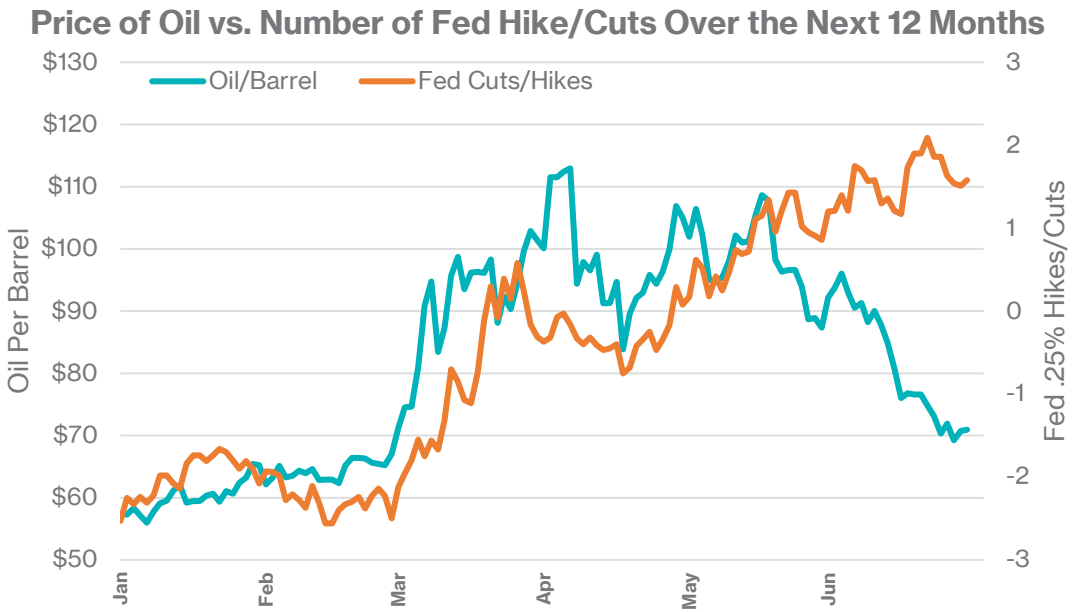


MEEDER
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- The Fed delivers a hawkish tone at the June FOMC meeting
- Headline CPI is at the highest level since 2023 primarily due to energy price increases
- U.S. economic growth looks strong for the second quarter of 2026
- Shorter-term interest rates increased in June with a Fed hike projected later this year

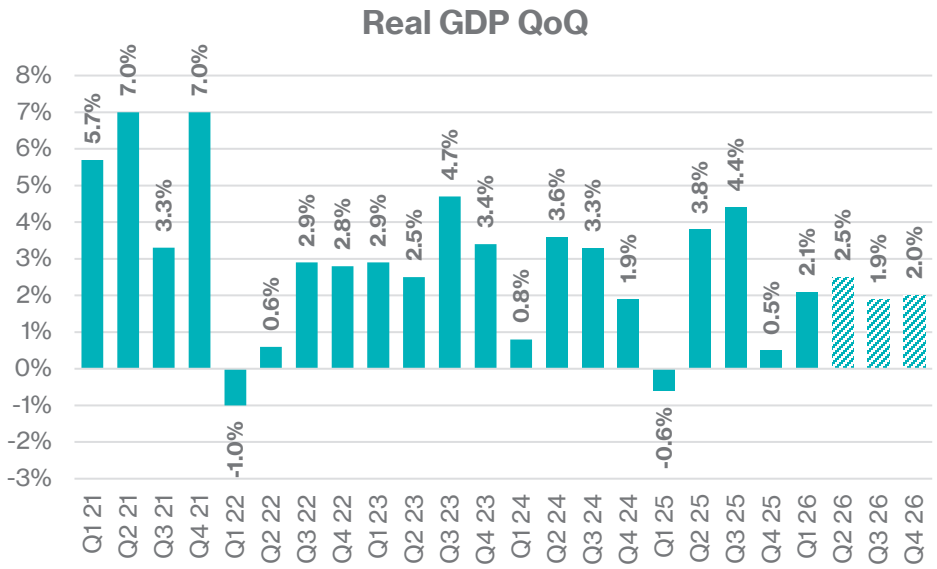
- At the end of February (prior to the Iran conflict), the futures market was pricing in approximately 2.5 quarter point cuts by December 2026.
- At the end of June, futures market data were projecting the Fed to hike later this year.

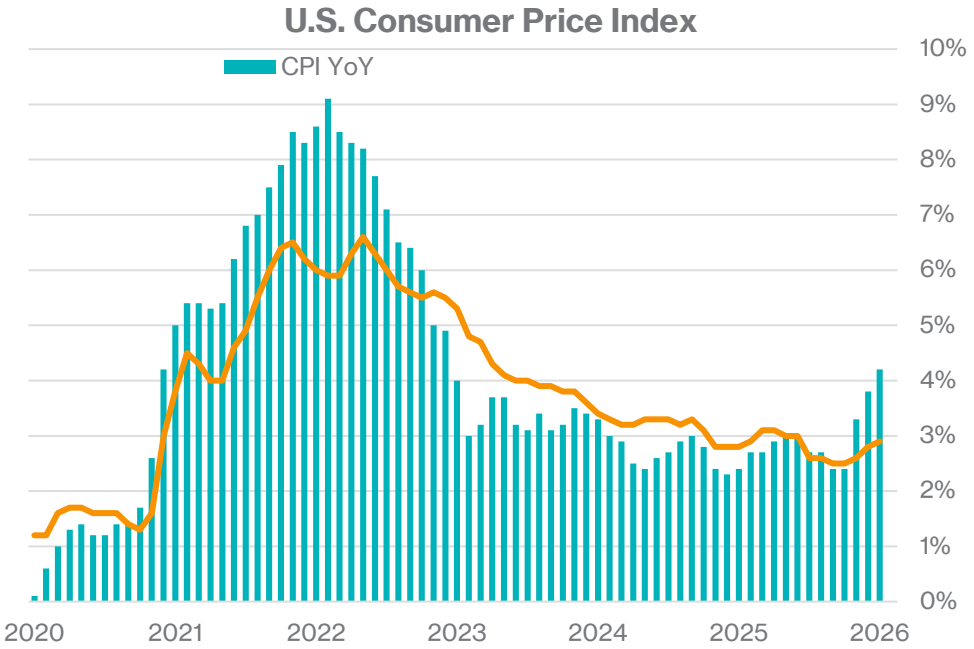


SOURCE: BLOOMBERG

- Q1 2026's GDP was recently revised up from 1.6% to 2.1%.
- This growth surge was primarily driven by lower imports and stronger business investment, even though underlying consumer spending was weak.
- Q2 2026 GDP is projected by Bloomberg surveyed economists to be 2.5%.

SOURCE: BLOOMBERG,



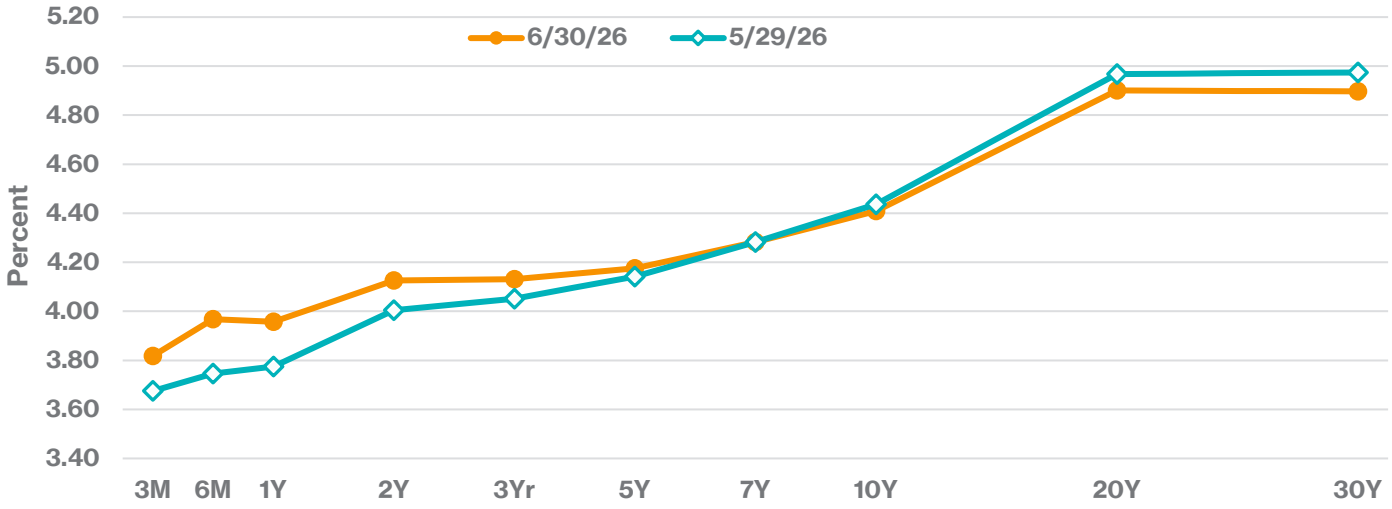


- U.S. inflation data released in May, accelerated to the fastest pace since 2023.
- A surge in energy prices accounted for most of the recent advance.
- However, the recent decline in oil prices should push inflation's rate of change lower for June.

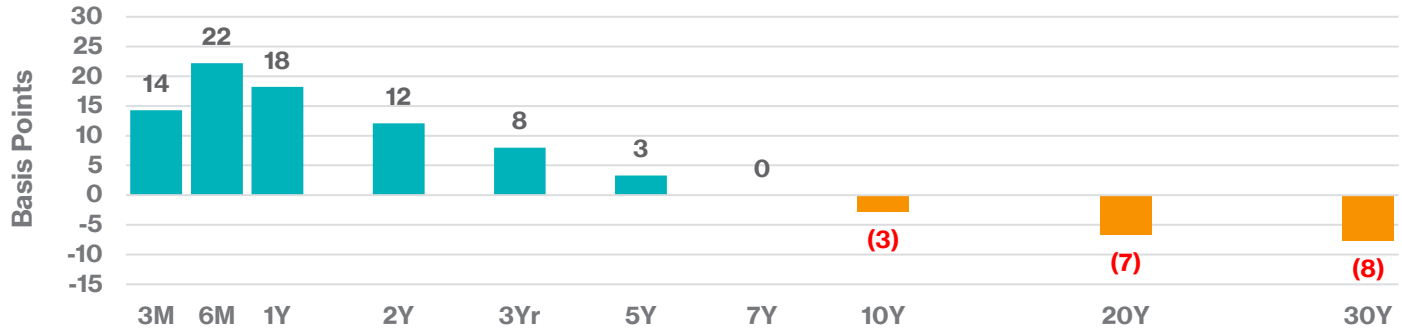
SOURCE: BLOOMBERG

MEEDER PUBLIC FUNDS

U.S. Treasury Yield Curve Change



Basis Point Change



SOURCES: BLOOMBERG

MEEDER
PUBLIC FUNDS

Contents

Portfolio Summary	6
Portfolio Overview	7
Compliance Overview	8
Credit Quality	9
Position Statement	10
Amortization Schedule	12
Accrued Interest Schedule	13
Earnings by Fund	14
Transaction Statement	16
Income/Dividend Received	17
Contribution/Withdrawals and Expenses	18
Projected Cash Flows	19

MEEDER
PUBLIC FUNDS

Portfolio Summary

3.41
Weighted Average Yield to Maturity

0.45
Weighted Average Maturity (Years)

0.43
Portfolio Effective Duration (Years)

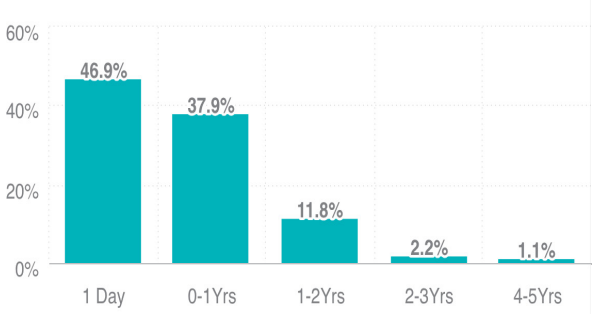
0.45
Weighted Average Life (Years)

AA
Average Credit Rating

Portfolio Position

Par Value	$89,510,529
Principal Cost	$88,792,329
Book Value	$89,451,139
Market Value	$89,295,277
Unrealized Gain/Loss	($155,862)
Accrued Interest	$404,482

Maturity Distribution



Sector Allocation



LGIP	46.43%
U.S. Agencies	27.82%
U.S. Treasuries	17.39%
Corporate Bonds	7.86%
Money Market Funds	0.49%

MEEDER
PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
LGIP	41,459,414.15	41,459,414.15	41,459,414.15	46.43%	1	3.81
Money Market Funds	441,114.78	441,114.78	441,114.78	0.49%	1	3.55
U.S. Treasuries	15,600,000.00	15,532,425.82	15,580,696.60	17.39%	440	2.95
U.S. Agencies	25,010,000.00	24,844,171.80	24,953,693.61	27.82%	258	2.76
Corporate Bonds	7,000,000.00	7,018,150.00	7,016,219.84	7.86%	224	4.32
TOTAL	**89,510,528.93**	**89,295,276.55**	**89,451,138.98**	**100.00%**	**167**	**3.41**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		4,031.03	4,031.03			
TOTAL CASH AND INVESTMENTS	**89,510,528.93**	**89,299,307.58**	**89,455,170.01**		**167**	**3.41**

TOTAL EARNINGS

CURRENT MONTH	FISCAL YEAR TO DATE
134,013.40	2,381,297.60

MEEDER PUBLIC FUNDS

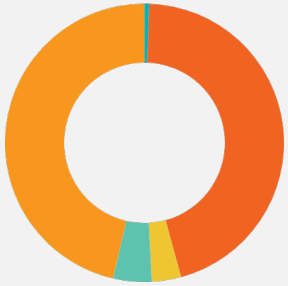
Compliance Overview

RULE NAME	POLICY LIMIT	ACTUAL VALUE	COMPLIANCE STATUS
PORTFOLIO CONCENTRATION			
CD (Negotiable or Non-Negotiable) Concentration	30.0	0.0	Compliant
CP Concentration	25.0	0.0	Compliant
Corporates Concentration	30.0	7.8	Compliant
Govt. MMF Concentration	20.0	0.5	Compliant
JPA Concentration	20.0	0.0	Compliant
Supranational Concentration	15.0	0.0	Compliant
ISSUER CONCENTRATION			
Agency Issuer Concentration	40.0	13.4	Compliant
CP Issuer Concentration	5.0	0.0	Compliant
Corporate Issuer Concentration	5.0	4.5	Compliant
Govt. MMF Issuer Concentration	20.0	0.5	Compliant
Non-Negotiable CD Issuer Concentration	30.0	0.0	Compliant
Supranational Issuer Concentration	5.0	0.0	Compliant
MATURITY			
CD (Negotiable or Non-Negotiable) Maturity	5.0	0.0	Compliant
CP Maturity (Days)	270.0	0.0	Compliant
Corporates Maturity	5.0	1.7	Compliant
Supranational Maturity	5.0	0.0	Compliant
US Agency Obligation Maturity	5.0	1.6	Compliant
US Treasury Obligations Maturity	5.0	4.9	Compliant
CREDIT QUALITY			
CP Rated A-1/P-1/F-1 by 1 NRSRO			Compliant
Corporates Rated A-/A3/A- by 1 NRSRO			Compliant
Supranational Rated AA/Aa2/AA by 1 NRSRO			Compliant

MEEDER PUBLIC FUNDS

Credit Quality

Allocation by Rating



AAA	0.56%
AA+	45.22%
A+	3.38%
A	4.48%
NA	46.36%

Rating Distribution

SHORT TERM, MONEY MARKET FUNDS, & LGIPS RATINGS

	MARKET VALUE	ALLOCATION
AAA	501,564.45	0.56%
NA	41,398,964.48	46.36%
TOTAL	**41,900,528.93**	**46.92%**

LONG TERM RATINGS

	MARKET VALUE	ALLOCATION
AA+	40,376,597.62	45.22%
A+	3,014,390.00	3.38%
A	4,003,760.00	4.48%
TOTAL	**47,394,747.62**	**53.08%**

GRAND TOTAL	**89,295,276.55**	**100.00%**

Report reflects ratings issued by Standard & Poors

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF REDONDO BEACH, CA												
LGIP												
CAMPPOOL	California Asset Mgmt Program	06/30/2026 06/30/2026	60,449.67	60,449.67 0.00	60,449.67	3.78		1	1.00 60,449.67	0.00 60,449.67	0.07	AAA
CALAIF	California LAIF	06/30/2026 06/30/2026	41,398,964.48	41,398,964.48 0.00	41,398,964.48	3.81		1	1.00 41,398,964.48	0.00 41,398,964.48	46.36	NA
LGIP TOTAL			**41,459,414.15**	**41,459,414.15 0.00**	**41,459,414.15**	**3.81**		**1**	**1.00 41,459,414.15**	**0.00 41,459,414.15**	**46.43**	**AAA**
MONEY MARKET FUNDS												
31846V542	FIRST AMER:TRS OBG;Z	06/30/2026 06/30/2026	441,114.78	441,114.78 0.00	441,114.78	3.55		1	1.00 441,114.78	0.00 441,114.78	0.49	Aaa AAA
MONEY MARKET FUNDS TOTAL			**441,114.78**	**441,114.78 0.00**	**441,114.78**	**3.55**		**1**	**1.00 441,114.78**	**0.00 441,114.78**	**0.49**	**AAA**
U.S. TREASURIES												
91282CCP4	US TREASURY 0.625 07/31/26	08/09/2021 08/09/2021	2,000,000.00	1,990,625.00 0.00	1,990,625.00	0.72	07/31/2026	31	99.74 1,994,843.76	(5,001.21) 1,999,844.97	2.23	Aa1 AA+
9128282A7	US TREASURY 1.500 08/15/26	08/21/2024 08/22/2024	2,000,000.00	1,908,593.75 0.00	1,908,593.75	3.92	08/15/2026	46	99.70 1,994,062.50	(239.59) 1,994,302.09	2.23	Aa1 AA+
91282CCW9	US TREASURY 0.750 08/31/26	09/27/2021 09/27/2021	3,000,000.00	2,978,085.93 0.00	2,978,085.93	0.90	08/31/2026	62	99.50 2,985,000.00	(14,255.83) 2,999,255.83	3.34	Aa1 AA+
912828V98	US TREASURY 2.250 02/15/27	03/06/2025 03/07/2025	1,000,000.00	967,851.56 0.00	967,851.56	3.98	02/15/2027	230	98.92 989,179.69	(451.31) 989,631.00	1.11	Aa1 AA+
91282CLL3	US TREASURY 3.375 09/15/27	03/19/2026 03/20/2026	1,300,000.00	1,290,910.16 596.13	1,291,506.29	3.86	09/15/2027	442	99.09 1,288,167.97	(4,463.24) 1,292,631.21	1.44	Aa1 AA+
91282CMB4	US TREASURY 4.000 12/15/27	03/19/2026 03/20/2026	1,300,000.00	1,302,894.53 0.00	1,302,894.53	3.86	12/15/2027	533	99.77 1,296,953.13	(5,471.90) 1,302,425.02	1.45	Aa1 AA+
91282CQS3	US TREASURY 4.000 05/31/28	06/01/2026 06/02/2026	2,000,000.00	1,998,046.88 437.16	1,998,484.04	4.05	05/31/2028	701	99.71 1,994,296.88	(3,827.70) 1,998,124.58	2.23	Aa1 AA+
91282CNM9	US TREASURY 3.875 07/15/28	01/22/2026 01/23/2026	1,000,000.00	1,005,351.56 856.35	1,006,207.91	3.65	07/15/2028	746	99.43 994,296.88	(10,113.42) 1,004,410.30	1.11	Aa1 AA+
91282CQV6	US TREASURY 4.125 06/15/29	06/16/2026 06/17/2026	1,000,000.00	1,001,171.88 225.41	1,001,397.29	4.08	06/15/2029	1,081	99.91 999,140.63	(2,016.25) 1,001,156.88	1.12	Aa1 AA+
91282CQU8	US TREASURY 4.125 05/31/31	06/16/2026 06/17/2026	1,000,000.00	998,906.25 1,915.98	1,000,822.23	4.15	05/31/2031	1,796	99.65 996,484.38	(2,430.33) 998,914.71	1.12	Aa1 AA+
U.S. TREASURIES TOTAL			**15,600,000.00**	**15,442,437.50 4,031.03**	**15,446,468.53**	**2.95**		**440**	**99.57 15,532,425.82**	**(48,270.78) 15,580,696.60**	**17.39**	**AA+**
U.S. AGENCIES												
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	09/10/2024 09/11/2024	2,000,000.00	2,009,080.00 0.00	2,009,080.00	3.63	09/03/2026	65	100.00 2,000,020.00	(785.23) 2,000,805.23	2.24	Aa1 AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '26 MTN	02/10/2023 02/10/2023	5,000,000.00	4,401,050.00 0.00	4,401,050.00	4.32	10/28/2026	120	98.97 4,948,250.00	859.47 4,947,390.53	5.54	Aa1 AA+
3130AQEC3	FHLBANKS 1.370 12/30/26 '26	12/30/2021 12/30/2021	2,000,000.00	2,000,000.00 0.00	2,000,000.00	1.37	12/30/2026	183	98.67 1,973,440.00	(26,560.00) 2,000,000.00	2.21	Aa1 AA+
3130AQLX9	FHLBANKS 3.000 01/27/27 '26	01/27/2022 01/27/2022	10,000,000.00	10,000,000.00 0.00	10,000,000.00	1.37	01/27/2027	211	99.43 9,943,100.00	(56,900.00) 10,000,000.00	11.14	Aa1 AA+
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	05/06/2025 05/07/2025	1,010,000.00	1,011,126.76 0.00	1,011,126.76	3.81	04/07/2027	281	99.82 1,008,161.80	(2,288.90) 1,010,450.70	1.13	Aa1 AA+
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	02/14/2023 02/14/2023	5,000,000.00	4,984,750.00 0.00	4,984,750.00	3.94	02/14/2028	594	99.42 4,971,200.00	(23,847.15) 4,995,047.15	5.57	Aa1 AA+
U.S. AGENCIES TOTAL			**25,010,000.00**	**24,406,006.76 0.00**	**24,406,006.76**	**2.76**		**258**	**99.34 24,844,171.80**	**(109,521.81) 24,953,693.61**	**27.82**	**AA+**
CORPORATE BONDS												
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	08/27/2024 08/28/2024	4,000,000.00	4,023,755.60 0.00	4,023,755.60	4.16	10/16/2026	108	100.09 4,003,760.00	492.02 4,003,267.98	4.48	A1 A
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	04/05/2024 04/05/2024	2,000,000.00	2,004,720.00 0.00	2,004,720.00	4.91	03/19/2027	262	100.54 2,010,880.00	9,735.52 2,001,144.48	2.25	A1 A+
69371RT63	PACCAR 4.550 03/03/28 MTN	01/22/2026 01/23/2026	1,000,000.00	1,014,880.00 0.00	1,014,880.00	3.81	03/03/2028	612	100.35 1,003,510.00	(8,297.38) 1,011,807.38	1.12	A1 A+
CORPORATE BONDS TOTAL			**7,000,000.00**	**7,043,355.60 0.00**	**7,043,355.60**	**4.32**		**224**	**100.26 7,018,150.00**	**1,930.16 7,016,219.84**	**7.86**	**A**
CITY OF REDONDO BEACH, CA TOTAL			**89,510,528.93**	**88,792,328.79 4,031.03**	**88,796,359.82**	**3.41**		**167**	**89,295,276.55**	**(155,862.43) 89,451,138.98**	**100.00**	**AA**
GRAND TOTAL			**89,510,528.93**	**88,792,328.79 4,031.03**	**88,796,359.82**	**3.41**		**167**	**89,295,276.55**	**(155,862.43) 89,451,138.98**	**100.00**	**AA**

MEEDER PUBLIC FUNDS

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
CITY OF REDONDO BEACH, CA									
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	4,000,000.00	4,023,755.60	23,755.60	4,004,184.24	(916.26)	4,003,267.98	(20,487.62)	3,267.98
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	5,000,000.00	4,984,750.00	(15,250.00)	4,994,796.58	250.57	4,995,047.15	10,297.15	(4,952.85)
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	1,010,000.00	1,011,126.76	1,126.76	1,010,498.99	(48.29)	1,010,450.70	(676.06)	450.70
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	2,000,000.00	2,009,080.00	9,080.00	2,001,182.69	(377.45)	2,000,805.23	(8,274.77)	805.23
3130AQEC3	FHLBANKS 1.370 12/30/26 '26	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00
3130AQLX9	FHLBANKS 3.000 01/27/27 '26	10,000,000.00	10,000,000.00	0.00	10,000,000.00	0.00	10,000,000.00	0.00	0.00
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '26 MTN	5,000,000.00	4,401,050.00	(598,950.00)	4,934,127.63	13,262.89	4,947,390.53	546,340.53	(52,609.47)
24422ETH2	JOHN DEERE CAPITAL CORP 2.65 06/10/2026	2,000,000.00	1,906,540.00	(93,460.00)	1,998,842.49	1,157.51	0.00	93,460.00	0.00
69371RT63	PACCAR 4.550 03/03/28 MTN	1,000,000.00	1,014,880.00	14,880.00	1,012,387.12	(579.74)	1,011,807.38	(3,072.62)	11,807.38
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	2,000,000.00	2,004,720.00	4,720.00	2,001,276.03	(131.55)	2,001,144.48	(3,575.52)	1,144.48
91282CCP4	US TREASURY 0.625 07/31/26	2,000,000.00	1,990,625.00	(9,375.00)	1,999,689.94	155.03	1,999,844.97	9,219.97	(155.03)
91282CCW9	US TREASURY 0.750 08/31/26	3,000,000.00	2,978,085.93	(21,914.07)	2,998,889.85	365.98	2,999,255.83	21,169.90	(744.17)
9128282A7	US TREASURY 1.500 08/15/26	2,000,000.00	1,908,593.75	(91,406.25)	1,990,503.48	3,798.61	1,994,302.09	85,708.34	(5,697.91)
912828V98	US TREASURY 2.250 02/15/27	1,000,000.00	967,851.56	(32,148.44)	988,272.61	1,358.38	989,631.00	21,779.44	(10,369.00)
91282CLL3	US TREASURY 3.375 09/15/27	1,300,000.00	1,290,910.16	(9,089.84)	1,292,129.94	501.28	1,292,631.21	1,721.05	(7,368.79)
91282CNM9	US TREASURY 3.875 07/15/28	1,000,000.00	1,005,351.56	5,351.56	1,004,587.90	(177.60)	1,004,410.30	(941.26)	4,410.30
91282CQS3	US TREASURY 4.000 05/31/28	2,000,000.00	1,998,046.88	(1,953.12)	0.00	77.70	1,998,124.58	77.70	(1,875.42)
91282CMB4	US TREASURY 4.000 12/15/27	1,300,000.00	1,302,894.53	2,894.53	1,302,561.77	(136.75)	1,302,425.02	(469.51)	2,425.02
91282CQU8	US TREASURY 4.125 05/31/31	1,000,000.00	998,906.25	(1,093.75)	0.00	8.46	998,914.71	8.46	(1,085.29)
91282CQV6	US TREASURY 4.125 06/15/29	1,000,000.00	1,001,171.88	1,171.88	0.00	(15.00)	1,001,156.88	(15.00)	1,156.88
TOTAL		**49,610,000.00**	**48,798,339.86**	**(811,660.14)**	**45,533,931.25**	**18,553.79**	**47,550,610.05**	**752,270.19**	**(59,389.95)**
GRAND TOTAL		**49,610,000.00**	**48,798,339.86**	**(811,660.14)**	**45,533,931.25**	**18,553.79**	**47,550,610.05**	**752,270.19**	**(59,389.95)**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
CITY OF REDONDO BEACH, CA									
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	2024-08-28	4,000,000.00	4,023,755.60	22,250.00	0.00	14,833.33	0.00	37,083.33
CAMPPOOL	California Asset Mgmt Program	2026-06-30	60,449.67	60,449.67	191.65	0.00	186.61	191.65	186.61
CALAIF	California LAIF	2026-06-30	41,398,964.48	41,398,964.48	0.00	0.00	0.00	0.00	0.00
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	2023-02-14	5,000,000.00	4,984,750.00	57,586.81	0.00	16,145.83	0.00	73,732.64
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	2025-05-07	1,010,000.00	1,011,126.76	5,870.63	0.00	3,261.46	0.00	9,132.08
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	2024-09-11	2,000,000.00	2,009,080.00	18,944.44	0.00	6,458.33	0.00	25,402.78
3130AQEC3	FHLBANKS 1.370 12/30/26 '26	2021-12-30	2,000,000.00	2,000,000.00	11,492.78	0.00	2,283.33	13,700.00	76.11
3130AQLX9	FHLBANKS 3.000 01/27/27 '26	2022-01-27	10,000,000.00	10,000,000.00	103,333.33	0.00	25,000.00	0.00	128,333.33
31846V542	FIRST AMER:TRS OBG;Z	2026-06-30	441,114.78	441,114.78	4,069.35	0.00	2,730.55	4,069.35	2,730.55
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '26 MTN	2023-02-10	5,000,000.00	4,401,050.00	3,666.67	0.00	3,333.33	0.00	7,000.00
24422ETH2	JOHN DEERE CAPITAL CORP 2.65 06/10/2026	2024-06-12	0.00	0.00	25,175.00	0.00	1,325.00	26,500.00	0.00
69371RT63	PACCAR 4.550 03/03/28 MTN	2026-01-23	1,000,000.00	1,014,880.00	11,122.22	0.00	3,791.67	0.00	14,913.89
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	2024-04-05	2,000,000.00	2,004,720.00	20,000.00	0.00	8,333.33	0.00	28,333.33
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	2021-06-28	0.00	0.00	3,750.00	0.00	0.00	3,750.00	0.00
91282CCP4	US TREASURY 0.625 07/31/26	2021-08-09	2,000,000.00	1,990,625.00	4,178.18	0.00	1,035.91	0.00	5,214.09
91282CCW9	US TREASURY 0.750 08/31/26	2021-09-27	3,000,000.00	2,978,085.93	5,686.14	0.00	1,834.24	0.00	7,520.38
9128282A7	US TREASURY 1.500 08/15/26	2024-08-22	2,000,000.00	1,908,593.75	8,784.53	0.00	2,486.19	0.00	11,270.72
912828V98	US TREASURY 2.250 02/15/27	2025-03-07	1,000,000.00	967,851.56	6,588.40	0.00	1,864.64	0.00	8,453.04
91282CLL3	US TREASURY 3.375 09/15/27	2026-03-20	1,300,000.00	1,290,910.16	9,299.59	0.00	3,576.77	0.00	12,876.36
91282CNM9	US TREASURY 3.875 07/15/28	2026-01-23	1,000,000.00	1,005,351.56	14,665.06	0.00	3,211.33	0.00	17,876.38
91282CQS3	US TREASURY 4.000 05/31/28	2026-06-02	2,000,000.00	1,998,046.88	0.00	(437.16)	6,338.80	0.00	6,775.96
91282CMB4	US TREASURY 4.000 12/15/27	2026-03-20	1,300,000.00	1,302,894.53	24,000.00	0.00	4,273.22	26,000.00	2,273.22
91282CQU8	US TREASURY 4.125 05/31/31	2026-06-17	1,000,000.00	998,906.25	0.00	(1,915.98)	1,577.87	0.00	3,493.85
91282CQV6	US TREASURY 4.125 06/15/29	2026-06-17	1,000,000.00	1,001,171.88	0.00	(225.41)	1,577.87	0.00	1,803.28
TOTAL			**89,510,528.93**	**88,792,328.79**	**360,654.77**	**(2,578.55)**	**115,459.62**	**74,211.00**	**404,481.94**
GRAND TOTAL			**89,510,528.93**	**88,792,328.79**	**360,654.77**	**(2,578.55)**	**115,459.62**	**74,211.00**	**404,481.94**

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
CITY OF REDONDO BEACH, CA											
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	4,000,000.00	4,004,184.24	4,003,267.98	10/16/2026	4.45	4.16	14,833.33	(916.26)	0.00	13,917.08
24422ETH2	JOHN DEERE CAPITAL CORP 2.65 06/10/2026	0.00	1,998,842.49	0.00	06/10/2026	2.65	5.15	1,325.00	1,157.51	0.00	2,482.51
3130AQEC3	FHLBANKS 1.370 12/30/26 '26	2,000,000.00	2,000,000.00	2,000,000.00	12/30/2026	1.37	1.37	2,283.33	0.00	0.00	2,283.33
3130AQLX9	FHLBANKS 3.000 01/27/27 '26	10,000,000.00	10,000,000.00	10,000,000.00	01/27/2027	3.00	1.37	25,000.00	0.00	0.00	25,000.00
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	5,000,000.00	4,994,796.58	4,995,047.15	02/14/2028	3.88	3.94	16,145.83	250.57	0.00	16,396.40
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	2,000,000.00	2,001,182.69	2,000,805.23	09/03/2026	3.88	3.63	6,458.33	(377.45)	0.00	6,080.88
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	1,010,000.00	1,010,498.99	1,010,450.70	04/07/2027	3.88	3.81	3,261.46	(48.29)	0.00	3,213.17
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '26 MTN	5,000,000.00	4,934,127.63	4,947,390.53	10/28/2026	0.80	4.32	3,333.33	13,262.89	0.00	16,596.23
31846V542	FIRST AMER:TRS OBG;Z	441,114.78	1,367,798.99	441,114.78	06/30/2026	3.54	3.55	2,730.55	0.00	0.00	2,730.55
69371RT63	PACCAR 4.550 03/03/28 MTN	1,000,000.00	1,012,387.12	1,011,807.38	03/03/2028	4.55	3.81	3,791.67	(579.74)	0.00	3,211.93
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	2,000,000.00	2,001,276.03	2,001,144.48	03/19/2027	5.00	4.91	8,333.33	(131.55)	0.00	8,201.78
9128282A7	US TREASURY 1.500 08/15/26	2,000,000.00	1,990,503.48	1,994,302.09	08/15/2026	1.50	3.92	2,486.19	3,798.61	0.00	6,284.80
912828V98	US TREASURY 2.250 02/15/27	1,000,000.00	988,272.61	989,631.00	02/15/2027	2.25	3.98	1,864.64	1,358.38	0.00	3,223.03
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	0.00	1,000,000.00	0.00	05/31/2026	0.75	0.89	0.00	0.00	0.00	0.00
91282CCP4	US TREASURY 0.625 07/31/26	2,000,000.00	1,999,689.94	1,999,844.97	07/31/2026	0.63	0.72	1,035.91	155.03	0.00	1,190.94
91282CCW9	US TREASURY 0.750 08/31/26	3,000,000.00	2,998,889.85	2,999,255.83	08/31/2026	0.75	0.90	1,834.24	365.98	0.00	2,200.22
91282CLL3	US TREASURY 3.375 09/15/27	1,300,000.00	1,292,129.94	1,292,631.21	09/15/2027	3.38	3.86	3,576.77	501.28	0.00	4,078.04
91282CMB4	US TREASURY 4.000 12/15/27	1,300,000.00	1,302,561.77	1,302,425.02	12/15/2027	4.00	3.86	4,273.22	(136.75)	0.00	4,136.47
91282CNM9	US TREASURY 3.875 07/15/28	1,000,000.00	1,004,587.90	1,004,410.30	07/15/2028	3.88	3.65	3,211.33	(177.60)	0.00	3,033.73
91282CQS3	US TREASURY 4.000 05/31/28	2,000,000.00	0.00	1,998,124.58	05/31/2028	4.00	4.05	6,338.80	77.70	0.00	6,416.49
91282CQU8	US TREASURY 4.125 05/31/31	1,000,000.00	0.00	998,914.71	05/31/2031	4.13	4.15	1,577.87	8.46	0.00	1,586.34
91282CQV6	US TREASURY 4.125 06/15/29	1,000,000.00	0.00	1,001,156.88	06/15/2029	4.13	4.08	1,577.87	(15.00)	0.00	1,562.87
CALAIF	California LAIF	41,398,964.48	41,398,964.48	41,398,964.48	06/30/2026	0.00	3.81	0.00	0.00	0.00	0.00
CAMPPOOL	California Asset Mgmt Program	60,449.67	60,263.06	60,449.67	06/30/2026	0.00	3.78	186.61	0.00	0.00	186.61
TOTAL		**89,510,528.93**	**89,360,957.78**	**89,451,138.98**		**1.57**	**3.40**	**115,459.62**	**18,553.79**	**0.00**	**134,013.40**

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
GRAND TOTAL		89,510,528.93	89,360,957.78	89,451,138.98		1.57	3.40	115,459.62	18,553.79	0.00	134,013.40

MEEDER PUBLIC FUNDS

Transaction Statement

CITY OF REDONDO BEACH, CA									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	06/01/2026	06/02/2026	91282CQS3	US TREASURY 4.000 05/31/28	2,000,000.00	1,998,046.88	437.16	(1,998,484.04)	4.05
	06/16/2026	06/17/2026	91282CQU8	US TREASURY 4.125 05/31/31	1,000,000.00	998,906.25	1,915.98	(1,000,822.23)	4.15
	06/16/2026	06/17/2026	91282CQV6	US TREASURY 4.125 06/15/29	1,000,000.00	1,001,171.88	225.41	(1,001,397.29)	4.08
BUY TOTAL					**4,000,000.00**	**3,998,125.01**	**2,578.55**	**(4,000,703.56)**	**4.08**

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	05/31/2026	06/01/2026	91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	0.00	1,000,000.00	1,000,000.00	0.00
	06/10/2026	06/10/2026	24422ETH2	JOHN DEERE CAPITAL CORP 2.65 06/10/2026	(2,000,000.00)	2,000,000.00	2,000,000.00	0.00
MATURITY TOTAL					**(2,000,000.00)**	**3,000,000.00**	**3,000,000.00**	**0.00**

MEEDER PUBLIC FUNDS

Income/Dividend Received

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
OUTSIDE HOLDINGS				
CAMPPOOL	California Asset Mgmt Program	05/31/2026	06/01/2026	191.65
OUTSIDE HOLDINGS - TOTAL				**191.65**

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
US BANK				
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	05/31/2026	06/01/2026	3,750.00
31846V542	FIRST AMER:TRS OBG;Z	05/31/2026	06/01/2026	4,069.35
24422ETH2	JOHN DEERE CAPITAL CORP 2.65 06/10/2026	06/10/2026	06/10/2026	26,500.00
91282CMB4	US TREASURY 4.000 12/15/27	06/15/2026	06/15/2026	26,000.00
3130AQEC3	FHLBANKS 1.370 12/30/26 '26	06/30/2026	06/30/2026	13,700.00
US BANK - TOTAL				**74,019.35**
TOTAL				**74,211.00**

MEEDER
PUBLIC FUNDS

Contribution/Withdrawals and Expenses

No activity during current period

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period July 01, 2026 to June 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
91282CNM9	US TREASURY 3.875 07/15/28	07/15/2026	19,375.00
3130AQLX9	FHLBANKS 3.000 01/27/27 '26	07/27/2026	150,000.00
91282CCP4	US TREASURY 0.625 07/31/26	07/31/2026	6,250.00
91282CCP4	US TREASURY 0.625 07/31/26	07/31/2026	155.03
JUL 2026 TOTAL			**175,780.03**
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	08/14/2026	96,875.00
9128282A7	US TREASURY 1.500 08/15/26	08/15/2026	5,697.91
912828V98	US TREASURY 2.250 02/15/27	08/17/2026	11,250.00
9128282A7	US TREASURY 1.500 08/15/26	08/17/2026	15,000.00
91282CCW9	US TREASURY 0.750 08/31/26	08/31/2026	744.17
91282CCW9	US TREASURY 0.750 08/31/26	08/31/2026	11,250.00
AUG 2026 TOTAL			**140,817.08**
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	09/03/2026	38,750.00
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	09/03/2026	(805.23)
69371RT63	PACCAR 4.550 03/03/28 MTN	09/03/2026	22,750.00
91282CLL3	US TREASURY 3.375 09/15/27	09/15/2026	21,937.50
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	09/21/2026	50,000.00
SEP 2026 TOTAL			**132,632.27**
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	10/07/2026	19,568.75
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	10/16/2026	89,000.00
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	10/16/2026	(3,267.98)
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '26 MTN	10/28/2026	20,000.00
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '26 MTN	10/28/2026	52,609.47
OCT 2026 TOTAL			**177,910.24**
91282CQS3	US TREASURY 4.000 05/31/28	11/30/2026	40,000.00
91282CQU8	US TREASURY 4.125 05/31/31	11/30/2026	20,625.00
NOV 2026 TOTAL			**60,625.00**
91282CQV6	US TREASURY 4.125 06/15/29	12/15/2026	20,625.00

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period July 01, 2026 to June 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
91282CMB4	US TREASURY 4.000 12/15/27	12/15/2026	26,000.00
3130AQEC3	FHLBANKS 1.370 12/30/26 '26	12/30/2026	13,700.00
DEC 2026 TOTAL			**60,325.00**
91282CNM9	US TREASURY 3.875 07/15/28	01/15/2027	19,375.00
3130AQLX9	FHLBANKS 3.000 01/27/27 '26	01/27/2027	175,000.00
JAN 2027 TOTAL			**194,375.00**
912828V98	US TREASURY 2.250 02/15/27	02/15/2027	10,369.00
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	02/16/2027	96,875.00
912828V98	US TREASURY 2.250 02/15/27	02/16/2027	11,250.00
FEB 2027 TOTAL			**118,494.00**
69371RT63	PACCAR 4.550 03/03/28 MTN	03/03/2027	22,750.00
91282CLL3	US TREASURY 3.375 09/15/27	03/15/2027	21,937.50
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	03/19/2027	50,000.00
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	03/19/2027	(1,144.48)
MAR 2027 TOTAL			**93,543.02**
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	04/07/2027	19,568.75
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	04/07/2027	(450.70)
APR 2027 TOTAL			**19,118.05**
91282CQU8	US TREASURY 4.125 05/31/31	06/01/2027	20,625.00
91282CQS3	US TREASURY 4.000 05/31/28	06/01/2027	40,000.00
91282CQV6	US TREASURY 4.125 06/15/29	06/15/2027	20,625.00
91282CMB4	US TREASURY 4.000 12/15/27	06/15/2027	26,000.00
JUN 2027 TOTAL			**107,250.00**
GRAND TOTAL			**1,280,869.69**

Disclosure

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by Meeder. This information is provided as a client convenience and Meeder assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

Meeder Public Funds, Inc. is a registered investment adviser and affiliate of Meeder Investment Management, Inc. Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

© 2026 Meeder Investment Management

meederpublicfunds.com | 866.633.3371

MEEDER
PUBLIC FUNDS

Bank of America Accounts & LAIF Accounts

Account	Checking	LAIF	Total
General Fund 001		41,398,964.48	41,398,964.48
General Fund 002	8,463,481.50	-	8,463,481.50
Parking Authority Fund 003	1,074.46	5,945.91	7,020.37
Housing Authority Fund 004	3,294,945.14	-	3,294,945.14
Redevelopment Agency Fund 005	1,727,617.49	2,146,552.38	3,874,169.87
Public Finance Authority Fund 006	158,938.57	2,248,961.56	2,407,900.13
Workmens-Comp Fund 007	1,048,680.25		1,048,680.25
Measure-R-Local-Return Fund 008	1,857,377.02		1,857,377.02
City of Redondo Beach-FSA Fund 009	106,837.51		106,837.51
Trust Account Fund 011	7,614.40		7,614.40
TOTAL			**62,466,990.67**

Sector	Parameters	In Compliance	
		Yes/No	Percent
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated A (S&P/Fitch)/A2 (Moody's) by one, issued by domestic corporation/depositories. At time of purchase.	Yes	7.9%
Commercial Paper	25% limit, 5% per issuer, maximum maturity 270 days, A-1 (S&P)/P-1 (Moody's), issued by a domestic corporation w/ at least $500 million of assets and A- (S&P)/A3 (Moody's) long term debt. At time of purchase.	Yes	0.0%
Bankers Acceptances	Sector limit 40%, issuer limit 5%, maximum maturity 180 days, A-1/P-1 by two. At time of purchase.	Yes	0.0%

Treasurer's Quarterly Administrative Report

Quarter Ended June 30, 2026

REDONDO BEACH

City Treasurer
August 13, 2026

Contents

- Investment Objectives
- Investment Reporting Guidelines
- California Government Code
- Investment Policy Compliance
- Historical Portfolio Performance
- Portfolio Characteristics
- Fiscal Impact

Required Objectives for Investing Public Funds

The City Treasurer maintains the City's cash flows while earning a competitive rate of return on the investments within the constraints of the City's Investment Policy and California Government Code.



Safety: Protect Principal



Liquidity: Ability to meet spending needs



Yield: Maximize earnings after prioritizing safety and liquidity

Code Reference: California Government Code Section 53600.5

REDONDO BEACH

Investment Reporting Guidelines

- Always remember whose money it is (it's the community's, not yours) – and act accordingly in a responsible stewardship capacity.
- An investment manager's objective is to earn a reasonable rate of return on the City's investments, while preserving capital in the overall portfolio. It should never be an investment manager's goal to earn maximum returns on the City's portfolio as this would expose the City to an unacceptable level of risk
- Failures in public investing occur when either:
  - Policies were not clear.
  - Policies were inappropriate.
  - Policies were not followed.
  - Oversight was inadequate.

TO DO LIST

Questions to Ask

- ❑ Do you review the investment policy?
- ❑ Do you understand the City's investment program?
- ❑ Do you receive and review periodic investment reports?
- ❑ Are they clear, concise, readable?
- ❑ Do you fully understand them?
  - If you can't, this is more likely to be because they've been presented poorly, and may in fact reflect problems, than any "technical" problems with your ability to understand them because it's too "complex."
  - It's the job of your staff to make them readable and understandable;
  - and if the City's portfolio is genuinely that complex, perhaps it shouldn't be.

REDONDO BEACH

California Government Code in Perspective

Securities	1 Day	180 Days	270 Days	1 Year	5 Years	Over 5 Years
U.S. Treasuries	✓ Permitted					Requires Approval
Federal Agencies	✓ Permitted					
Municipal Securities	✓ Permitted					
Negotiable Certificates of Deposit	✓ Permitted					
Commercial Paper	✓ Permitted			X Prohibited		
Bankers' Acceptances	✓ Permitted		X Prohibited			
Medium-Term Corporate Notes	✓ Permitted					X Prohibited
Asset-Backed Securities (ABS)	✓ Permitted					
Supranationals	✓ Permitted					
Public Bank Debt	✓ Permitted					Requires Approval
Repurchase Agreements	✓ Permitted				X Prohibited	
Money Market Funds/Bond Mutual Funds	✓ Permitted	X Prohibited				
Local Government Investment Pools	✓ Permitted					
Foreign Sovereign Fixed-Income ETFs High-Yield Bonds Private Placements Convertibles Non-U.S. Dollar Investment Grade Emerging Markets Debt Bank Loans	X Prohibited					
Domestic Equities (Large, Mid, Small Cap) Int'l Equities (Large, Mid, Small Cap) Emerging Markets Preferred Stock Equity Mutual Funds and ETFs	X Prohibited					
Commodities Real Estate Hedge Funds Private Equity Venture Capital Tangible Assets Complex Derivatives, Futures* and Options	X Prohibited					

**CGC Section 53601.1 permits financial futures and options contracts in any of the investment types permitted by 53601. However, the City of Redondo Beach does not permit the use per Policy.*
Source: California Government Code Section 53601

REDONDO BEACH

Investment Policy Compliance

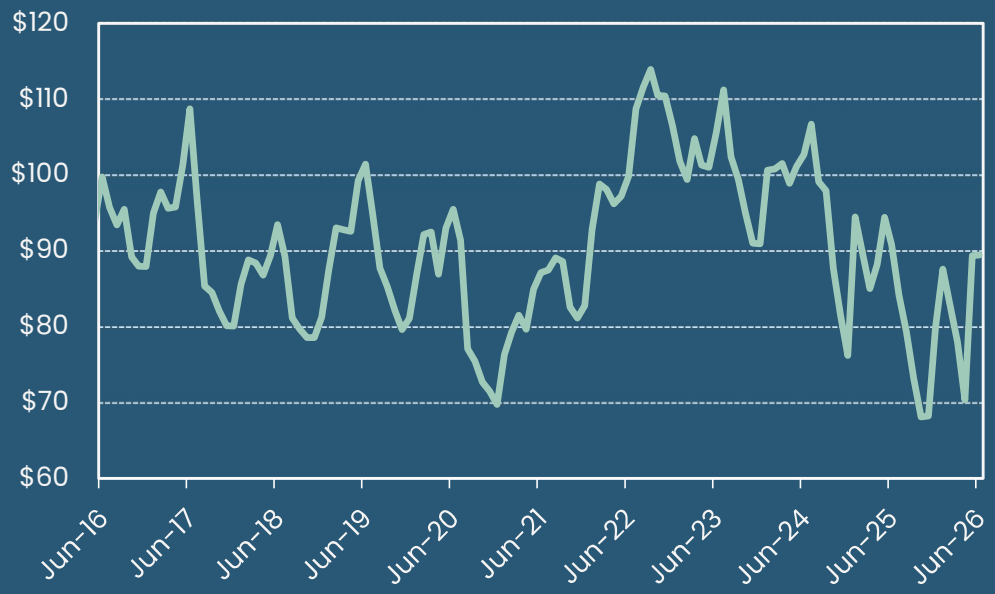
Compliance Overview

RULE NAME	POLICY LIMIT	ACTUAL VALUE	COMPLIANCE STATUS
PORTFOLIO CONCENTRATION			
CD (Negotiable or Non-Negotiable) Concentration	30.0	0.0	Compliant
CP Concentration	25.0	0.0	Compliant
Corporates Concentration	30.0	7.8	Compliant
Govt. MMF Concentration	20.0	0.5	Compliant
JPA Concentration	20.0	0.0	Compliant
Supranational Concentration	15.0	0.0	Compliant
ISSUER CONCENTRATION			
Agency Issuer Concentration	40.0	13.4	Compliant
CP Issuer Concentration	5.0	0.0	Compliant
Corporate Issuer Concentration	5.0	4.5	Compliant
Govt. MMF Issuer Concentration	20.0	0.5	Compliant
Non-Negotiable CD Issuer Concentration	30.0	0.0	Compliant
Supranational Issuer Concentration	5.0	0.0	Compliant
MATURITY			
CD (Negotiable or Non-Negotiable) Maturity	5.0	0.0	Compliant
CP Maturity (Days)	270.0	0.0	Compliant
Corporates Maturity	5.0	1.7	Compliant
Supranational Maturity	5.0	0.0	Compliant
US Agency Obligation Maturity	5.0	1.6	Compliant
US Treasury Obligations Maturity	5.0	4.9	Compliant
CREDIT QUALITY			
CP Rated A-1/P-1/F-1 by 1 NRSRO			Compliant
Corporates Rated A-/A3/A- by 1 NRSRO			Compliant
Supranational Rated AA/Aa2/AA by 1 NRSRO			Compliant

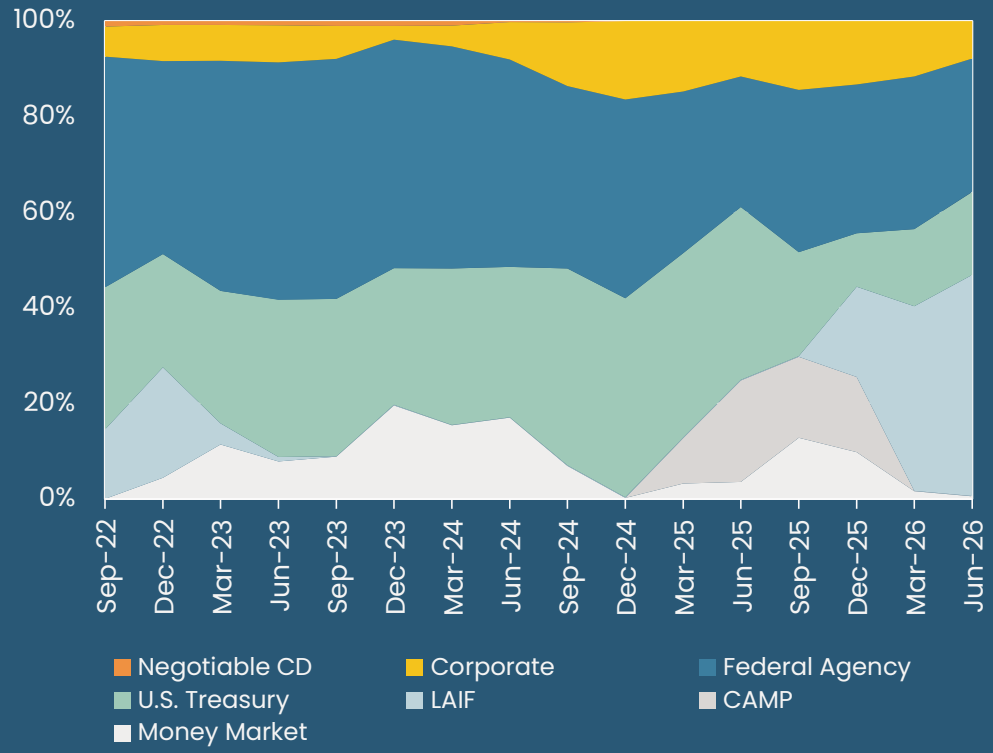
Source: Meeder investment report as of June 30, 2026

Historical Portfolio Characteristics

Balances



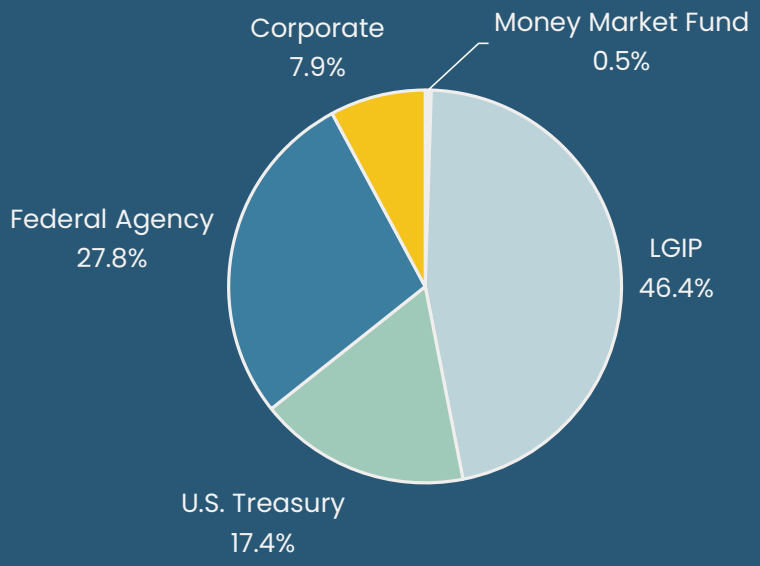
Sector Allocation



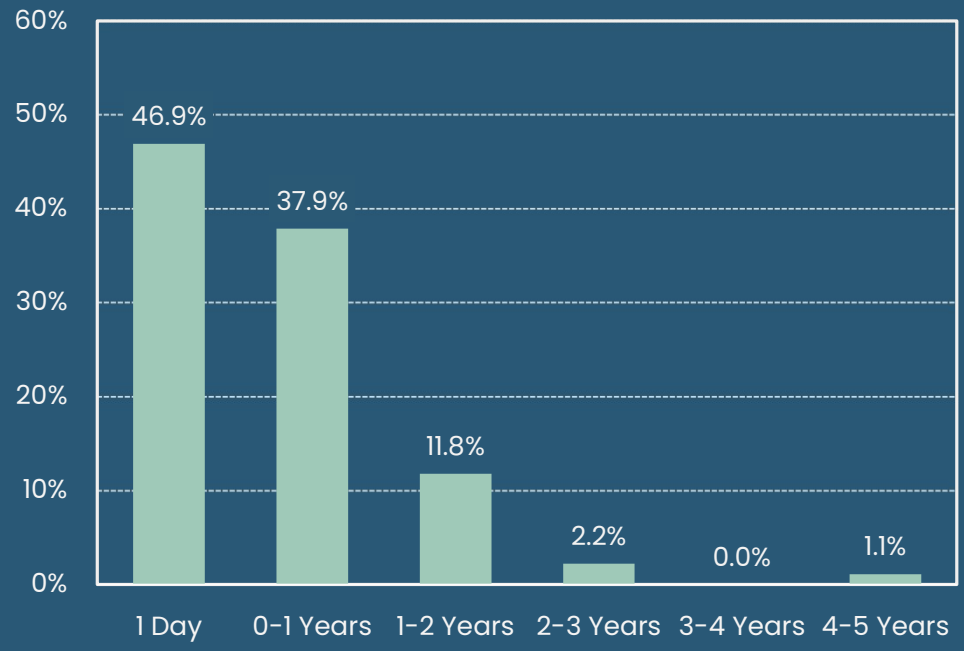
REDONDO BEACH

Portfolio Characteristics

Sector Allocation



Maturity Distribution



REDONDO BEACH

Fiscal Impact

- Interest earned for the Fiscal Year 2025-2026 was **$2,381,298**.
- The General Fund constitutes approximately 60% of the portfolio. The approximate apportionment to the General Fund was **$1,428,779**.
- The budgeted contribution of interest to the General Fund for the fiscal year was $1,500,000.

Administrative Report

J.1., **File #** 26-0935 **Meeting Date:** 8/13/2026

To: **BUDGET AND FINANCE COMMISSION**

From: **EUGENE SOLOMON, CITY TREASURER**

TITLE
CITY TREASURER'S FOURTH QUARTER 2025-26 REPORT

EXECUTIVE SUMMARY
The City Treasurer manages the City's cash flows while earning a competitive rate of return on investments within the constraints of the City's Investment Policy and the California Government Code. This City Treasurer's report for the fourth quarter of fiscal year 2025-2026 details the composition of the investment portfolio and investment transactions that occurred during the period from April to June 2026. Meeder Investment serves as an investment advisor to the City Treasurer. The Meeder Investment report with this package includes a comprehensive analysis of the City's investment portfolio and investment market trends.

Notable sections of this report include:

- Treasurer's Portfolio Summary
- Investment Reporting Guidelines
- Comparison of LAIF and CAMP
- Investment Report by Meeder Investment
    - Portfolio Summary
    - Investment Policy Compliance Report
    - Investment Activity Report
    - Economic and Market Update

City Treasurer's Portfolio Summary
The City's investment portfolio is in compliance with the City's Investment Policy and the California Government Code as of quarter end. The market value of the City's general investment portfolio changed to $89.30MM from $77.76MM at the end of the prior quarter. This change in the investment portfolio resulted from anticipated fluctuations in cash flow trends for both general operations and the capital improvement program's revenue and spending.

The City has sufficient liquidity to meet expenditures for the next six months. Investment portfolio liquidity comprises both the City's LGIP balances, 46.9% of the portfolio as of quarter end, and securities maturing within one year, 37.9%.

Quarter Over Quarter Comparison of Investment Portfolio Positions

Portfolio positions at the end of each quarter are listed by investment type, dollar amount (book value), and percentage mix of the overall general investment portfolio.

Comparison of Investment Portfolio Positions

Fiscal Year 2025-2026

	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Cash in Banks	$11,795,033		$10,424,788		$9,289,338		$8,463,482	
Investment Type	**$**	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Money Market	$9,330,381	12.8%	$7,801,389	9.8%	$1,230,883	1.6%	$441,115	0.5%
CAMP	$12,401,737	17.0%	$12,530,377	15.7%	$59,885	0.1%	$60,450	0.1%
Local Agency Investment Fund	$108,917	0.2%	$15,110,107	18.9%	$30,116,452	38.7%	$41,398,964	46.3%
Treasuries	$15,928,128	21.8%	$8,948,228	11.2%	$12,564,491	16.1%	$15,580,697	17.4%
Federal Agency Issues	$24,834,595	33.9%	$24,874,731	31.2%	$24,913,994	32.0%	$24,953,694	27.9%
Commercial Paper	-	-	-	-	-	-	-	-
Corporate Medium Term Notes	$10,565,811	14.4%	$10,583,199	13.3%	$9,012,154	11.6%	$7,016,220	7.8%
Bank Certificates of Deposit	-	-	-	-	-	-	-	-
Total Investment Portfolio	**$73,169,570**	**100.0%**	**$79,848,030**	**100.0%**	**$77,897,859**	**100.0%**	**$89,451,139**	**100.0%**
Weighted Average Maturity (Yrs)	0.75		0.54		0.52		0.45	
Effective Rate of Return YTD	3.23%		3.28%		2.90%		3.05%	
LAIF Apportionment Rate	4.34%		4.20%		3.98%		3.92%	
Benchmark Yield at Market	4.34%		4.25%		4.12%		4.04%	
Interest Earned YTD	$575,653		$1,074,634		$1,699,108		$2,381,298	
General Fund Contribution (~60%)	$345,392		$644,781		$1,019,465		$1,428,779	

Fiscal Year 2024-2025

	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Cash in Banks	$7,621,789		$25,487,932		$13,508,000		$9,865,121	
Investment Type	**$**	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Money Market	$6,410,529	6.9%	$125,864	0.2%	$2,716,937	3.2%	$3,208,888	3.5%
CAMP	-	-	-	-	$8,099,787	9.5%	$19,252,779	21.2%
Local Agency Investment Fund	$104,103	0.1%	$105,337	0.1%	$106,563	0.1%	$107,737	0.1%
Treasuries	$38,496,825	41.2%	$31,755,588	41.7%	$32,804,960	38.6%	$32,890,362	36.2%
Federal Agency Issues	$35,668,724	38.2%	$31,704,178	41.6%	$28,743,576	33.8%	$24,794,460	27.3%
Commercial Paper	-	-	-	-	-	-	-	-
Corporate Medium Term Notes	$12,463,061	13.3%	$12,495,672	16.4%	$12,527,582	14.7%	$10,548,423	11.6%
Bank Certificates of Deposit	$247,995	0.3%	-	-	-	-	-	-
Total Investment Portfolio	**$93,391,237**	**100.0%**	**$76,186,640**	**100.0%**	**$84,999,404**	**100.0%**	**$90,802,649**	**100.0%**
Weighted Average Maturity (Yrs)	1.45		1.46		1.12		0.76	
Effective Rate of Return YTD	3.21%		3.08%		3.26%		3.07%	
LAIF Apportionment Rate	4.71%		4.62%		4.48%		4.40%	
Benchmark Yield at Market	4.21%		4.38%		4.45%		4.40%	
Interest Earned YTD	$615,313		$1,070,841		$1,604,265		$2,793,124	
General Fund Contribution (~60%)	$369,188		$642,505		$962,559		$1,675,874	

Fiscal Year 2023-2024

	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Cash in Banks	$6,469,818		$13,256,219		$11,755,717		$10,560,379	
Investment Type	**$**	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Money Market	$8,733,993	8.8%	$19,612,340	19.5%	$15,881,678	15.4%	$18,202,927	17.0%
CAMP	-	-	-	-	-	-	-	-
Local Agency Investment Fund	$98,106	0.1%	$100,842	0.1%	$101,853	0.1%	$102,941	0.1%
Treasuries	$32,755,612	32.9%	$28,785,152	28.7%	$33,811,331	32.7%	$33,785,899	31.5%
Federal Agency Issues	$49,969,031	50.2%	$48,017,978	47.8%	$48,066,986	46.5%	$46,615,561	43.4%
Commercial Paper	-	-	-	-	-	-	-	-
Corporate Medium Term Notes	$6,905,358	6.9%	$2,921,402	2.9%	$4,468,652	4.3%	$8,405,345	7.8%
Bank Certificates of Deposit	$991,797	1.0%	$991,856	1.0%	$991,914	1.0%	$247,965	0.2%
Total Investment Portfolio	**$99,453,897**	**100.0%**	**$100,429,570**	**100.0%**	**$103,322,415**	**100.0%**	**$107,360,638**	**100.0%**
Weighted Average Maturity (Yrs)	1.96		1.73		1.54		1.39	
Effective Rate of Return YTD	2.82%		2.96%		2.71%		2.78%	
LAIF Apportionment Rate	3.59%		4.00%		4.30%		4.55%	
Benchmark Yield at Market	2.66%		3.10%		3.53%		3.95%	
Interest Earned YTD	$675,178		$1,260,353		$2,023,050		$2,773,041	
General Fund Contribution (~60%)	$405,107		$756,212		$1,213,830		$1,663,825	

Fiscal Year 2022-2023

	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Cash in Banks	$10,955,229		$9,223,658		$6,359,470		$9,742,075	
Investment Type	**$**	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Money Market	-	-	$5,149,678	4.4%	$13,392,052	11.3%	$8,931,843	7.8%
CAMP	-	-	-	-	-	-	-	-
Local Agency Investment Fund	$16,071,480	14.5%	$27,137,556	23.1%	$5,225,372	4.4%	$1,087,813	0.9%
Treasuries	$32,895,368	29.7%	$27,910,842	23.8%	$32,831,737	27.8%	$37,713,483	32.9%
Federal Agency Issues	$53,439,957	48.3%	$47,448,367	40.4%	$56,867,881	48.1%	$56,918,780	49.7%
Commercial Paper	-	-	-	-	-	-	-	-
Corporate Medium Term Notes	$6,981,521	6.3%	$8,847,387	7.5%	$8,866,737	7.5%	$8,885,872	7.8%
Bank Certificates of Deposit	$1,239,564	1.1%	$991,622	0.8%	$991,680	0.8%	$991,738	0.9%
Total Investment Portfolio	**$110,627,890**	**100.0%**	**$117,485,452**	**100.0%**	**$118,175,459**	**100.0%**	**$114,529,529**	**100.0%**
Weighted Average Maturity (Yrs)	1.99		1.72		1.97		1.91	
Effective Rate of Return YTD	1.51%		1.71%		2.10%		2.29%	
LAIF Apportionment Rate	1.35%		2.07%		2.74%		3.15%	
Benchmark Yield at Market	0.97%		1.38%		1.76%		2.19%	
Interest Earned YTD	$425,012		$952,194		$1,695,368		$2,435,724	
General Fund Contribution (~60%)	$255,007		$571,316		$1,017,221		$1,461,434	

Yield

The weighted average yield to maturity at cost (book yield) of the portfolio is 3.41%. The effective rate of return for the fiscal year to date is 3.05%. Yield is a snapshot in time of what the portfolio is **expected** to earn including certain assumptions whereas the effective rate of return is the annualized return on **actual** investment income received during a period of time.

Investment Portfolio Performance vs. Benchmark

At the end of the quarter, the yield to maturity at cost on the City's investment portfolio was 3.41%. The City's yield at cost was 0.63% below the benchmark's yield at market was 4.04%. The 30-month moving average of the yield at market of the ICE BofA U.S. Treasury Note 0-5 Year Index is used to represent a market rate of return.

Mark to Market
The City Treasurer compares market values of the portfolio holdings to their original cost. At the close of the quarter, the net asset value is $1.00, which means the market value is line with the original cost of investments. The market value of $89,295,277 is $155,862 below the portfolio's book value (original cost) of $89,451,139.

Trading Activity
During the quarter, the City purchased three U.S. Treasury securities and two securities matured.

Transaction	Settle Date	Issuer	Par	Yield	Maturity Date
Buy	06/02/2026	UNITED STATES TREASURY	$2,000,000	4.04%	05/31/2028
Buy	06/17/2026	UNITED STATES TREASURY	$1,000,000	4.16%	05/31/2031
Buy	06/17/2026	UNITED STATES TREASURY	$1,000,000	4.09%	06/15/2029
Maturity	05/31/2026	UNITED STATES TREASURY	$1,000,000	-	05/31/2026
Maturity	06/10/2026	JOHN DEERE CAPITAL CORP	$2,000,000	-	06/10/2026

Fiscal Impact
Interest earned for the Fiscal Year 2025-2026 was $2,381,298 for the entire portfolio. The General Fund constitutes approximately 60% of the investment portfolio and the interest income generated by the portfolio, resulting in $1,428,779 interest income apportioned to the General Fund. The budgeted contribution of interest to the General Fund for this fiscal year was $1,500,000.

LAIF Balances

Account	As of June 30, 2026
General Account	$41,398,964.48
Successor Agency for RDA	$2,146,552.38
Public Financing Authority	$2,248,961.56
Parking Authority	$5,945.91
Total	**$45,800,424.33**

Cash in Banks

Fund*	As of June 30, 2026

General Fund	$8,463,481.50
Workmen's Compensation Fund	$1,048,680.25
Successor Agency of RDA	$1,727,617.49
Trust Account	$7,614.40
Housing Authority BLKPNDG	$3,172,487
Financing Authority	$158,939
Parking Authority	$1,074.46
Measure R Local Return	$1,857,377.02
City of Redondo Beach - FSA	$106,837.51
Total	**$16,544,108.63**

*All Agency, Authority, and Miscellaneous Funds in Banks

Bank Account Descriptions

General Fund - 201
Into the City's general checking account are deposited most of the City's revenue, including General Fund taxes, grant revenue (except for the Housing Authority), Harbor Enterprise rental income, and sewer fees. From the general checking account are automatic transfers to the payroll and warrant accounts (as payments clear the bank) and purchases of investments.

Workmen's Compensation Fund - 210
A Bank of America checking account has been established for the payment of workers' compensation claims. The City's third-party administrator, AdminSure, writes the checks from this account on the City's behalf. Monthly, the City replenishes the account with a City Council-approved accounts payable check.

Successor Agency of RDA - 213 / Successor Agency of RDA - 694
The Successor Agency to the former Redevelopment Agency maintains both a Bank of America checking account (with a larger balance) and a Bank of America interest checking account (with a smaller balance). A few years ago, the bank changed the accounts to this structure from a checking account and a savings account. The checking account activity reflects biannual deposits of Redevelopment Property Tax Trust Fund (RPTTF) revenue as a result of the Recognized Obligation Payment Schedule (ROPS) process, whereby the City reports to the Department of Finance the amount of funding necessary to make its Redevelopment Agency debt service payments (together with the applicable administrative costs). Those debt service payments are then made from this checking account, and the administrative cost reimbursement is transferred to the City's general checking account. The activity in the interest checking account is currently only deposits of interest earned.

Trust Account - 212
The Police Department deposits bail money into this checking account and then transfers these funds to the courts by way of checks. The balance of the account has been $7,364.40 for several years, but it could be higher at the end of the month/quarter if a check is outstanding at the time.

Housing Authority - 207/Housing Authority - 023
The Housing Authority maintains both a checking account and a government money market savings account. Into the checking account are deposited grant funds from HUD for the operation of the Fair Housing and Section 8 housing programs. Payments to landlords are then made monthly from this account, and periodically, a check is written to the City as reimbursement for administrative costs paid by the City on the Housing Authority's behalf. The activity in the government money market savings account is currently only deposits of interest earned.

Financing Authority - 168
The Community Financing Authority (CFA), a joint powers authority of the City and the Parking Authority, was formed January 31, 2012 when the Kincaid's Restaurant lease was transferred from the Public Financing Authority (PFA), a joint powers authority of the City and the Redevelopment Agency, upon the Redevelopment Agency's elimination by the State. The Financing Authority checking account is used for the lease-related transactions, including rental income, loan payments, sewer user fees, and possessory interest property tax payments.

Parking Authority - 675
The Parking Authority was established on March 3, 1969, under the provisions of the Streets and Highways Code of the State of California. Its primary purpose has been to provide public off-street parking within the City. The Parking Authority is currently inactive, with a little more than $5,000 remaining in a Bank of America interest checking account and a little less than $5,000 remaining in a LAIF account from its previous activities.

Measure R Local Return - 874
Measure R monies come from a 2008 voter-approved ½ cent sales tax levied within Los Angeles County for public transportation purposes. Per a Los Angeles County Metropolitan Transportation Authority (LACMTA) audit recommendation, Measure R monies are to be maintained in a separate bank account. Because expenditures from the Measure R Fund (primarily for capital improvement projects) are paid through the City's accounts payable system and "General Fund" bank account, this separate Measure R Local Return interest checking account is funded by periodic transfers from the "General Fund" bank account instead of Measure R monies being deposited directly to the account.

City of Redondo Beach - FSA - 825
The City contracts with Sterling to offer its employees Flexible Spending Accounts (FSAs), which allow the employees to set aside, before taxes, a portion of their yearly income to pay for qualified medical and/or dependent care expenses. These funds withheld from the employees' paychecks are transferred to this separate checking account each pay period. The medical and dependent care expenses are then paid by Sterling from this account.

Investment Reporting Guidelines
Please note the following guidelines from the Government Finance Officers Association *Financial Management Checklists for Elected Officials:*

- Always remember whose money it is (it's the community's, not yours)-and act accordingly in a responsible stewardship capacity.

- The generally accepted objectives in managing public funds, in priority order, are:
    - Safety
    - Liquidity
    - Yield
- An investment manager's objective is to earn a reasonable rate of return on the City's investments, while preserving capital in the overall portfolio. It should never be an investment manager's goal to earn maximum returns on the city's portfolio, as this would expose the city to an unacceptable level of risk. Failures in public investing occur when either:
    - Policies were not clear.
    - Policies were inappropriate.
    - Policies were not followed.
    - Oversight was inadequate.

Questions to Ask:

- Do you review the investment policy?
- Do you understand the City's investment program?
- Do you receive and review periodic investment reports?
- Are they clear, concise? Are they readable? Do you fully understand them? (If you can't, this is more likely to be because they've been presented poorly, and may reflect problems, than any "technical" problems with your ability to understand them because it's too "complex." First, it's the job of your staff to make them readable and understandable; and secondly, if the City's portfolio is genuinely that complex, perhaps it shouldn't be.)
- Are there lots of investments and transactions? Why? Most cities do not have portfolios that justify "active" management with lots of sales, purchases, and trades.
- Are your investments diversified? Or have you placed "all of your eggs in one basket?"
- What ongoing oversight is there? By whom?

Comparison of LAIF and CAMP

LAIF, the Local Agency Investment Fund, and CAMP, the California Asset Management Program, are both local government investment pools (LGIPs) offering California public agency investors high-quality, short-term investments for cash management.

A primary distinction is that LAIF is operated by the State Treasurer, while CAMP is a joint powers authority (JPA). LAIF is managed and administered by the California State Treasurer under California Government Code §16429.1 et seq, which defines LAIF's universe of authorized investments. LAIF pays a quarterly distribution. CAMP is permitted by California Government Code 53601(p). CAMP is governed by representatives of JPA member agencies and professionally managed, investing in high-quality investments permitted by California Government Code §53601. CAMP pays a monthly distribution.

Another key distinction is the differences in the investment strategy employed by each pool, which drives the differences in their yield and performance through interest cycles. LAIF tends to invest primarily in government securities and has maintained a weighted average maturity of around 260-280 days historically. LAIF has not obtained a credit rating. CAMP adheres to GASB 79 and S&P guidelines to maintain its AAAm rating, which both restrict underlying maturities and credit quality as well as pool level risk characteristics such as weighted average maturity (must remain at or below 60

days). LAIF does not promise dollar in dollar out transactions though it has historically operated that way, providing a Fair Value Factor to monitor the value LAIF balances. CAMP is managed to maintain a stable net asset value of $1.00, meaning share balance is the same as the dollar value. Both are designed to provide public agencies with a safe, liquid investment option.

Sector Composition as of June 30, 2026

Submitted by:
Eugene Solomon, City Treasurer

ATTACHMENTS

Meeder Investment Report for the Fourth Quarter ended June 30, 2026
Fourth Quarter PowerPoint Presentation

BLUE FOLDER ITEM

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.

BUDGET AND FINANCE COMMISSION MEETING
AUGUST 13, 2026

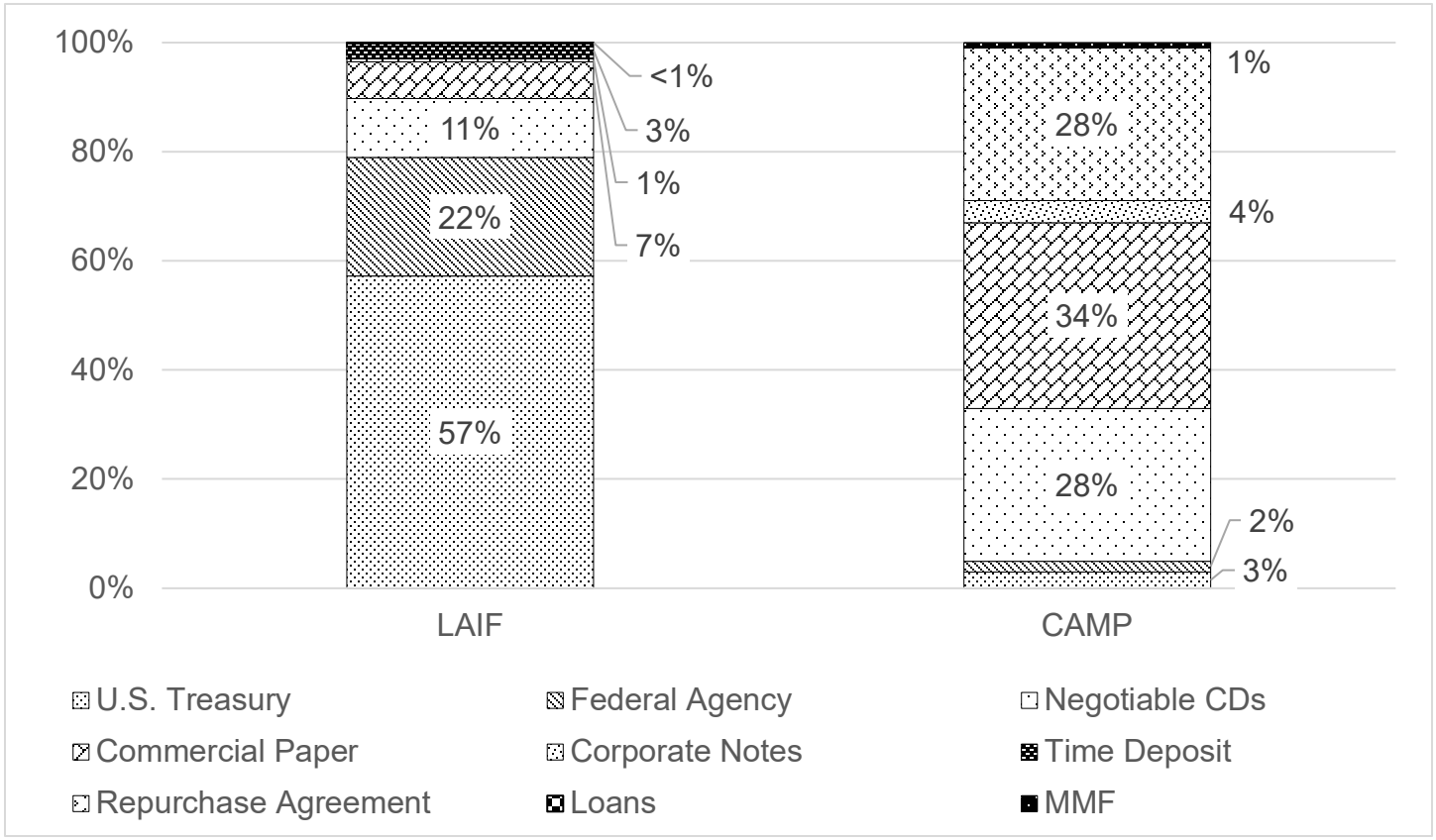
J.1 CITY TREASURER'S FOURTH QUARTER 2025-26 REPORT

CONTACT: EUGENE SOLOMON, CITY TREASURER

- Administrative Report Chart: Comparison of LAIF and CAMP – Sector Composition as of June 30, 2026

Comparison of LAIF and CAMP

Sector Composition as of June 30, 2026



Administrative Report

H.14., **File #** 26-0995 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY THE CITY COUNCIL ON MAY 5, 2026

EXECUTIVE SUMMARY

On March 31, 2026, the City Council held a strategic planning session to discuss and update the City's Strategic Plan. At the session, the Mayor and City Council considered recent accomplishments, identified new strengths, weaknesses, opportunities, and threats (SWOT), evaluated and adjusted the previously established three-year priority areas, and listed specific goals and objectives for the upcoming 12-month period. On May 5, 2026, the City Council reviewed the draft objectives, added additional items that are incorporated in the attached matrix, and adopted the Plan. This report provides the third update to the current Strategic Plan.

BACKGROUND

The City has been committed to a strategic planning process since 1998, a process that focuses staff resources on achievable policy goals and objectives set by the City Council. On February 17, 2026, the Council directed staff to pursue an abbreviated strategic planning process facilitated internally rather than through an outside consultant. The strategic planning session was hosted in the second-floor meeting room of the Main Library on March 31, 2026.

During the session, the Mayor and City Council discussed the City's prior accomplishments (recognizing 125 completed objectives and projects), evaluated and adjusted the previously established three-year goals, and identified the objectives for the upcoming 12-month period.

The three-year goals (2026-2029), which serve as the overarching framework for the Strategic Plan, were reviewed and updated. Items that were edited, or added, are identified below with asterisks:

Priority Area 1: Economic Vitality

- Goal 1.1 Enhance the Waterfront
- Goal 1.2: Revitalize Artesia Boulevard
- Goal 1.3: Position Redondo Beach as a Destination for Businesses Investment
- *Goal 1.4: Enhance the City's Fiscal Sustainability
- Future Goal 1.5: Revitalize the Pacific Coast Highway Corridor
- *Future Goal 1.6: Identify Efforts to Enhance Business Retention

- *Future Goal 1.7: Identify Programs that have Shown Success on Artesia Blvd. and Report on Steps to Implement them on PCH

Priority Area 2: Public Safety and Community Well-Being

- Goal 2.1 Implement Measure FP (Reconstruct City Fire and Police Facilities)
- Goal 2.2: Strengthen the City's Mental Health Response and Community Support Systems
- Goal 2.3: Further Enhance the City's Approach to Addressing Homelessness
- *Goal 2.4: Continue to Enhance Public Safety, Emergency Response, and Community Resilience

Priority Area 3: Infrastructure and Public Spaces

- *Goal 3.1: Rehabilitate City Roads, Critical Public Facilities, and Infrastructure
- Goal 3.2: Expand and Enhance Public Spaces, Amenities, and Programs
- Goal 3.3: Enhance Alternative Transportation Options
- Future Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall

Priority Area 4: Customer-Centered Service Delivery

- Goal 4.1: Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services

Priority Area 5: Community Stewardship

- Goal 5.1: Advance Environmental Sustainability and Climate Resilience
- Goal 5.2: Preserve and Promote the City's Historic Resources and Neighborhood Character

The objectives have been drafted to ensure that they are specific and quantifiable, identify the various Departments that will be responsible for their completion, and establish target execution dates.

The City Manager's Office provides monthly updates on the adopted 12-month objectives to enable the Mayor and Council to monitor the City's progress on the Strategic Plan. The attached matrix includes updates and notations provided by the Department(s) responsible for each objective. This is the third update for this iteration of the Strategic Plan.

COORDINATION

The City Manager's Office coordinated updates to the Strategic Planning Matrix with each assigned City Department.

FISCAL IMPACT

Funding for completion of the objectives in the Strategic Plan is included in the City's annual budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- August 18, 2026 Strategic Plan Update

DRAFT Three-Year Priority Areas & 12-Month Objectives

March 2026 –March 2027

CM= City Manager **ATCM**=Assistant to City Manager **CD**=Community Development **CS**=Community Services **FD**=Fire Department **FS**=Financial Services **HR**=Human Resources **IT**=Information Technology **LIB**=Library **PD**=Police Department **PW**=Public Works **WED**=Waterfront and Economic Development **CA**=City Attorney **CC**=City Clerk **CT**=City Treasurer

Priority Area 1: Economic Vitality

Goal 1.1 Enhance the Waterfront

#	When	Who	Objectives	Done	On Target	Revised	Notes
1	By January 1, 2027	WED	Discuss options to attract a new tenant for the former Gold Gym's site and explore a potential land swap agreement to move the property out of the Tidelands Trust.		X		A prospective Children's Museum operator has expressed interest in the former Gold Gym's site. Staff have explained the State Lands requirements and connected the group with the current lease holder.
2	By September 1, 2026	WED	Advance lease negotiations for the former Fun Factory site and identify a prospective leaseholder/operator for a Waterfront Market Hall.		X		Staff completed the Surplus Lands Act process for the former Fun Factory site and has prepared/transmitted an Exclusive Negotiating Agreement for consideration by the prospective tenant.
3	By January 1, 2027	WED	Provide Boat Launch application coordination with DBW as required, advance designs, consider Coastal Commission and CDP requirements, and report back to City Council the results of the City's funding request.		X		Staff is Continuing to work with the City's consultant to revise the cost estimate and provide updates to the Department of Boating and Waterways.
4	By September 1, 2026	CS, PW	Finalize the design for Phase One of the Seaside Lagoon Reconstruction Project, complete the Coastal Development Permit application, submit it to the CA Coastal Commission, and advance construction drawings.		X		Staff continues working with NUVIS to finalize the entitlement package for the CDP application.
5	By January 1, 2027	WED, CD	Complete the parking study related to adjusting the Local Coastal Program requirements for King Harbor Marina parking and present the results to the City Council.		X		The parking study was kicked-off on May 19, 2026 with data collection expected to occur the first week of June.
6	By March 1, 2027	FD, WED	Review and present to the City Council suggested updates to the City's Municipal Code pertaining to Harbor/Marine safety regulations.		X		
7	By January 1, 2027	WED	Advance lease negotiations for possible reinvestment in businesses on the Monstad Pier.		X		Discussions are underway with the lessee and the Community Development Department to advance new plans for the ground floor space previously occupied by Maison Riz.
8	By January 1, 2027	PW	Explore opportunities to demolish the existing structure on the Joe's Crab Shack site.		X		
9	By January 1, 2027	WED, CS	Provide a status report on efforts to enhance internal and external communications for Waterfront activities and events.		X		
10	By October 1, 2026	WED, CS	Work with the Harbor and Pier Associations to develop and improve Holiday Events in the Waterfront.		X		City representatives participate in Harbor and Pier Association monthly meetings to continue discussions about upcoming events.

11	By May 1, 2027	WED, FD	Present a report to the City Council comparing the City's harbor/marine management operating model/organizational structure to other municipal waterfront organizations.		X		

Goal 1.2: Revitalize Artesia Boulevard

#	When	Who	Objectives	Done	On Target	Revised	Notes
12	By January 1, 2027	CS, PW	Continue implementation of the ARTesia Strategic Plan including selection of artists and artworks for eventual installation.		X		***A meeting with the Community Panel is scheduled for August 18. Three to four artists will be selected per identified art location. Selected artists will be presented to the Cultural Arts Commission, then to the City Council for approval before releasing the RFP for art designs.***
13	By August 1, 2026	CD	Prepare a Land Use Element and Zoning Ordinance related to adjusting the FAR Ratio and implementing rooftop dining and property investment incentives along the Artesia/Aviation Corridor, complete the related Article XVII analysis, and prepare the item for inclusion as part of a fall election.	***X***			***The items were approved on August 4, 2026***.
14	By May 1, 2027	CD	Evaluate the effectiveness of eliminating commercial parking requirements along Artesia and Aviation Blvd. and present the results to the City Council.		X		
15	By May 1, 2027	CD	Utilize information from the AREAS Report to proactively seek investment on Artesia Blvd. by communicating vacancies to the business community.		X		

Goal 1.3: Position Redondo Beach as a Destination for Business Investment

#	When	Who	Objectives	Done	On Target	Revised	Notes
16	By May 1, 2027	CD	Prepare updates to the Municipal Code to improve the design and appearance of commercial signs and present them to the City Council for consideration along with options for a maintenance (blight prevention) ordinance to regulate storefront conditions.		X		***A City Council review and policy discussion is scheduled for September 15, 2026.***
17	By May 1, 2027	MAYOR, CS, ATCM, Youth Commission	Continue developing plans and activities for the 2026 World Cup and LA28 Olympics.		X		***The Large Events/Olympics Subcommittee reviewed an internal strategic plan outlining community activation and economic development ideas for the LA28 Olympics.***
18	By November 1, 2026	CD, ATCM, MAYOR+ COUNCIL SUBCOMM.	Present the findings from the AREAS study on identifying/recruiting new development and businesses to the Artesia and Aviation corridors to the City Council.		X		***AREAS provided an initial report to staff on June 24, 2026, and staff has requested follow-up information that will assist with the presentation scheduled for Council in October 2026.***
19	By March 1, 2027	CD, ATCM, MAYOR+ COUNCIL SUBCOMM.	Work to identify restaurant and hotel operators in the South Bay that could utilize vacant sites along the Artesia and Aviation corridors to develop new business ventures.		X		
20	By May 1, 2027	CD	Evaluate the current Land Use Tables and business permitting requirements in the Municipal Code and present options to the City Council to make the City more business friendly.		X		***A City Council review and policy discussion is scheduled for October 6, 2026.***

Goal 1.4 Enhance the City's Fiscal Sustainability

21	By November 1, 2026	FS, CA, CT	Prepare a Ballot Measure for the March 2027 election to consider increasing the City's Transient Occupancy Rate.		X		***Staff prepared a draft ordinance revision and ballot question and shared the drafts with Council February 3, 2026. Staff will incorporate Council feedback from that meeting in a revised report to present to Council in October.***
22	By November 1, 2026	CT, FS, CA	Review the City's UUT Ordinance and suggest possible updates in recognition of the outcome of the Disney vs. Santa Barbara case.		X		
23	By November 1, 2026	HR, FS, CA	Review and provide options to the City Council on possible adjustments to the City's General Liability Coverage and level of Self-Insured Retention.	X			Staff evaluated the City's claims, litigation and insurance utilization history and made appropriate adjustments to the City's coverages. The changes were detailed in a FY 26-27 Budget Response Report.
24	By February 1, 2027	PW	Review and provide updates to the City's Vehicle Replacement Policy/Program.		X		***Staff plans to hold an internal kickoff meeting in August 2026.***
25	By January 1, 2027	FS, CT	Develop a streamlined process and structure to assess/collect business licenses fees from periodic special event vendors.		X		***A policy discussion is scheduled for the August 18, 2026 CC Meeting.***
26	By January 1, 2027	CD	Complete a DIF Study to establish a nexus between the cost of future facilities, vehicles, and equipment required by new growth and fees charged by the City.		X		Council approved an agreement with Revenue & Cost Specialists LLC (RCS) on June 9, 2026 to perform a comprehensive Development Impact Fee Study and Nexus Report. RCS has completed the kickoff meeting and the study is underway.
27	By May 1, 2027	FIN, CD	Review and enhance collection procedures to establish and enforce penalties for late payments to the City.		X		***Staff is in the process of reviewing options to engage a collection agency, including piggybacking through a recently competitively-bid contract or issuing an RFP. Staff is also reviewing potential options in coordination with the revenue audit.***

Future Goal 1.5: Revitalize the Pacific Coast Highway Corridor

Future Goal 1.6: Identify efforts to enhance business retention

Future Goal 1.7: Identify programs that have shown success on Artesia and report on steps to implement them on PCH

Priority Area 2: Public Safety and Community Well-Being

Goal 2.1 Implement Measure FP (Reconstruct City Fire and Police Facilities)

#	When	Who	Objectives	Done	On Target	Revised	Notes
28	By September 1, 2026	ATCM	Continue Measure FP implementation, including securing a Design-Build Entity for both Fire and Police Facility replacement.	X			***Phase 1 is underway and subcontractors have been engaged to test for hazardous materials, survey project sites, and conduct geotechnical research in advance of the delivery of conceptual designs.***
29	By January 1, 2027	FS, ATCM, PW, IT, PD, FD, CT	Work with the City's Municipal Financial Advisor to issue bonds to design and construct the projects included in Measure FP.		X		PRAG, the City's Municipal Advisor, is leading bi-weekly meetings with City staff and outside counsel to coordinate efforts in advance of bond issuance, which is expected in the Fall of 2026.
30	By January 1, 2027	ATCM, CA	Prepare the selection guidelines and resolution to form a Citizens Oversight Committee to review bond-related expenditures.		X		***Staff will present a resolution for Council consideration on August 18.***
31	By June 25, 2026	PW, PD, ATCM	Advance conceptual schematic designs for the Police Shooting Range to enhance construction readiness and prepare/submit the application for the 2026 DCIP funding cycle.		X		***The City's grant application has been submitted, and receipt has been confirmed by the Grantor agency. The Award announcement is expected in September 2026.***

Goal 2.2: Strengthen the City's Mental Health Response and Community Support Systems

#	When	Who	Objectives	Done	On Target	Revised	Notes
32	By January 1, 2027	CA, FD, PD	Explore grant funding opportunities to continue deployment of a mental health clinician to provide targeted response to mental health-related incidents in the City.		X		On May 5, 2026, the City Council approved a resolution directing staff to submit a grant application to the CA Commission for Behavioral Health for the Innovation Partnership Fund with results expected to be announced in August. The City Attorney's Office is also exploring the possible use of Opioid Settlement Funds.

Goal 2.3: Further Enhance the City's Approach to Addressing Homelessness

#	When	Who	Objectives	Done	On Target	Revised	Notes
33	By September 1, 2026	PW, CA	Pursue funding to complete construction of the pallet shelter expansion project and revise plans to fit the project scope within available budget.			***X***	***Public Works staff has submitted 100% plans of the reduced project scope to the Building Division for review. A revised construction cost estimate is pending. CA's office will evaluate sufficiency of funding once the building review is complete.***
34	By May 1, 2027	CS	Administer the updated Administrative Plan for family supportive housing as approved, update the waiting list process as directed by Council, and continue working with the County to identify family- and youth-supportive services and programs.		X		
35	By May 1, 2027	CS	Administer the Foster Youth voucher program in partnership with the County.		X		

36	By May 1, 2027	CA	Pursue grant funding opportunities to procure permanent family housing to expand the City's supportive housing options.		X		On April 28, 2026, the City received an official award letter from HUD for $250,000 for the Affordable Housing Acquisition to Lease program.

Goal 2.4: Continue to Enhance Public Safety, Emergency Response, and Community Resilience

#	When	Who	Objectives	Done	On Target	Revised	Notes
37	By August 1, 2026	PD	Update the City's Drone First Responder agreement with Aerodome after the company obtains the FAA certificate waiver for autonomous drone use.	X			Fully autonomous flight was achieved in April 2026 and PD has updated the agreement with Aerodome.
38	By July 1, 2026	FD, ACTM	Complete and transmit the quote for the provision of Fire, Paramedic and Emergency Response Services for the City of Hermosa Beach.	X			The draft quote was submitted to HB for review and initial feedback on June 5.
39	By November 1, 2026	PD	Provide a report on the City traffic enforcement efforts, including E-Bikes, Truck Routes, Speeding/Stop Signs and Loud Vehicles.		X		The Police Department is conducting regular targeted enforcement and will report to the City Council on these efforts in November.

Priority Area 3: Infrastructure and Public Spaces

Goal 3.1: Rehabilitate City Roads, Critical Public Facilities, and Infrastructure

#	When	Who	Objectives	Done	On Target	Revised	Notes
40	By January 1, 2027	PW	Procure and implement a facilities management software system and prepare an RFP to complete a facilities inventory and assessment.		X		***A software contract is under review by the City Attorney's Office, and staff expects to present the contract to Council for consideration in September.***
41	By January 1, 2027	PW	Prepare a report to consider lane repurposing and corridor improvements for Catalina Ave., north of Pearl Street, as part of the City's Street Rehabilitation Program.		X		***Conceptual plans are nearing completion, and staff anticipates presenting the plans to City leadership, and the community through Council District meetings and the PWSSC in the Fall of 2026.***
42	By May 1, 2027	PW, CD	Identify options to improve utility line maintenance and encourage undergrounding as part of new development.		X		Staff is reaching out to SCE and looking at neighboring Cities' policies.
43	By December 1, 2027	ATCM	Provide a status report on internal efforts to improve contract development and review the City's template RFP&B docs to identify opportunities to enhance (statement of work) expectations of vendors.		X		A total of six contract development and project management trainings will be provided to City staff by the end of 2026. An internal task force of City staff from multiple departments is actively working to update and improve the City's procurement process, including updating the Public Works Department's traditional RFP&B documents. These efforts will be detailed in the staff report, which will be ready for City Council presentation in November.

Goal 3.2: Expand and Enhance Public Spaces, Amenities, and Programs

#	When	Who	Objectives	Done	On Target	Revised	Notes
44	By January 1, 2027	CS, PW	Execute the Wilderness Park Master Plan according to available funding and identify goals for the next phase of project improvements and evaluate how regulations, signage, staffing, and hours of operations can be implemented or adjusted to sustainably protect and preserve the park.		X		
45	By October 1, 2026	CS, PW	Complete procurement and installation of the Franklin Park all-abilities playground equipment.		X		The new equipment has been ordered and installation is anticipated to occur in October.
46	By January 1, 2027	CS, PW	Complete the layout design and procure three historic information signs for installation at Ito Park and provide a report to the Public Amenities Commission to develop a Plan for the next phase of improvements to Ito Park.		X		***Three historic signs have been designed and will be produced/installed by Fall 2026.***
47	By May 1, 2027	CS	Continue to develop programming for the Perry Park Teen Center in conjunction with the Youth Commission and teen facility users.		X		
48	By October 1, 2026	CM, ATCM, FS	Work with RBUSD to prepare property descriptions and subdivision map applications for new Anderson Park Senior Center and Alta Vista Park parcels.		X		A engineer/survey firm has been retained by Public Works to complete the required work.
49	By October 1, 2026	ATCM	Prepare a Request for Information to solicit local businesses to evaluate possible logo use, the costs for marketing and production, and the potential for design proficiency.		X		***The City Logo trademark has been registered with the USPTO. Staff are exploring potential retail spaces where City logo merchandise could be sold.***

50	By May 1, 2027	CS, ATCM	Seek future funding opportunities for further improvements to the Herondo Open Space area and Seaside Lagoon.		X		Staff continues to monitor grant opportunities and will consider submitting applications for future state and federal funding programs.
51	By December 1, 2026	CS, PW	Advance efforts to develop the Aviation Park Pickleball facility and explore potential time-efficient procurement/construction methods along with opportunities to cultivate public/private partnerships.		X		***Geotechnical and survey field work is complete. The Landscape architect is working on preliminary plans with an estimated completion in October 2026. A Priority Project Status Update was provided on August 11.***
Goal 3.3: Enhance Alternative Transportation Options							
#	When	Who	Objectives	Done	On Target	Revised	Notes
52	By January 1, 2027	PW	Complete construction and hold a ribbon cutting for the City's Local Travel Network (LTN) Project.		X		Installation is underway with anticipated project completion in Fall 2026.
53	By January 1, 2027	PW	Prepare conceptual design alternatives for bike lane repainting to enhance bicycle safety on Redondo Beach/Vail Avenues and present a report to the City Council.		X		***The funding agreement with Metro has been approved. An RFP is being drafted for design services and staff anticipates the design contract award to occur in Fall 2026.***
54	By January 1, 2027	PW	Continue design development of plans for the Metro Active Transportation (MAT) Project (Redondo Beach Blvd Corridor) and present the 60% design for the active transportation and micro-mobility projects to the PWSS Commission.		X		***The 60% Design has been delivered for comment to the City. A meeting with Torrance Public Works staff is scheduled for August 24 to address boundary issues and project enhancements. The installation of a Temporary Fire Station at Grant and Inglewood may delay construction of the project in that area.***
55	By January 1, 2027	PW	Present conceptual design alternatives for Catalina Ave, through Riviera Village, to the PWSS Commission and City Council, including the possible addition of structured parking in the Riviera Village and the implementation of a longer-term outdoor dining program.		X		***Proposals for design services have been received. Staff is preparing the recommended contracts for consideration by the City Council in October 2026.***
56	By May 1, 2027	PW	Collaborate with Hermosa Beach on a Parking Study and the potential for new Bike Lanes on Aviation Blvd.		X		***Staff has engaged the City of Hermosa Beach in preliminary conversations. Hermosa has opted not to participate at this time. Staff awaits proposals to conduct the parking study in the City's portion of Aviation Blvd. A contract award is expected in Fall 2026.***
57	By November 1, 2026	PW	Provide a progress report on Bicycle Master Plan implementation and continue to pursue collaboration with surrounding cities.		X		***Staff anticipates several new projects will be added over the summer and that many will include further collaboration with neighboring jurisdictions. Staff plans to provide a report to the City Council in October 2026.***
Future Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall							

Priority Area 4: Customer-Centered Service Delivery

Goal 4.1: Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services

#	When	Who	Objectives	Done	On Target	Revised	Notes
58	August 1, 2026	CC, IT, ATCM	Complete implementation of the new Agenda Management System to streamline internal operations and allow for enhanced agenda forecasting.			X	Staff are currently being trained on the new system with a tentative go-live scheduled for September 2026.
59	By May 1, 2027	CC, IT	Scan and archive City Records for the Departments, Phase 1 to include: Fire, City Attorney, Waterfront & Economic Development, Planning Division of Community Development, and the Transit Division of Community Services.		X		Staff are currently scanning documents for the City Attorney's Office and the Waterfront & Economic Development Department.
60	By August 1, 2026	CC, IT	Procure and implement a software solution to enhance workflow and reduce the burden of public records requests.			X	The new system is in the implementation phase, and the tool is already being used for data sorting and redacting. Full deployment with stakeholder interaction modules and the public portal is expected to be live by October, 2026.
61	By January 1, 2027	IT, ATCM	Utilize the internal Task Force's efforts to improve information included on the City website and continue evaluating tools to enhance the global search function through approved artificial intelligence tools.		X		***Staff is continuing to broaden Citywide departmental content and enhance overall communications consistency.***
62	By January 1, 2027	ATCM	Provide a report on efforts of the Communications Team to consolidate information and increase visibility for local events and to coordinate the communication of key calendar events on the City website and through other means.		X		***The Communications Team has developed internal guidelines to help coordinate and consolidate communication for the calendar of events page on the City's main website and social media account. The team is implementing these guidelines and training staff to ensure consistency.***
63	By May 1, 2027	IT	Develop an AI Strategic Plan to guide use by City officials (staff and elected) and provide a report on how AI tools can be utilized to promote productivity.		X		Staff is developing internal AI policies and actively seeking tools that will improve internal operations.

Priority Area 5: Community Stewardship

Goal 5.1: Advance Environmental Sustainability and Climate Resilience

#	When	Who	Objectives	Done	On Target	Revised	
64	By January 1, 2027	PW	Hire a consultant to study and update the City's Sewer System Management Plan and complete the first phase of CCTV inspection to prepare a condition assessment of the sewer system.		X		***A Kick-off meeting with Dudek was held August 13, 2026.***
65	By May 1, 2027	WED	Initiate a California Coastal Commission grant-funded effort to update the City's Local Coastal Program and complete a sea level rise vulnerability assessment.		X		The project was kicked off with the consultant team on May 28, 2026.
66	By May 1, 2027	PW	Provide a report on City tree wells and their availability for planting and develop a mechanism to record trees planted on private property.		X		***A list of available / vacant tree wells has been developed and is being continuously updated. Staff will provide a status report to Council prior to the May 2027 deadline.***

Goal 5.2: Preserve and Promote the City's Historic Resources and Neighborhood Character

#	When	Who	Objectives	Done	On Target	Revised	Notes
67	By January 1, 2027	CD, CA	Prepare a report for the City Council on cost/time-effective ways to update the City's Historic Resources List while maintaining a voluntary, consent-based, Historic Resources Program.		X		
68	By May 1, 2027	CD	Research potential changes to the City's Zoning Ordinance that would increase flexibility for parking regulations in Riviera Village and secure preferred uses for properties in the Village as well as other vital economic corridors, such as Pacific Coast Highway.		X		
69	By September 1, 2026	CS, CM, MAYOR, CC	Create a Mayor and City Council subcommittee to develop a City Park and City Facility renaming policy.		X		

Administrative Report

J.1., **File #** 26-0992 **Meeting Date:** 8/18/2026

TITLE

For eComments and Emails Received from the Public

Administrative Report

N.1., **File #** 26-0987 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE FORMATION OF THE MEASURE FP CITIZENS' OVERSIGHT COMMITTEE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-071, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA CREATING THE MEASURE FP CITIZENS' OVERSIGHT COMMITTEE TO REVIEW AND REPORT ON EXPENDITURES MADE FROM GENERAL OBLIGATION BOND PROCEEDS TO REBUILD AND RENOVATE THE CITY'S KEY PUBLIC SAFETY FACILITIES

EXECUTIVE SUMMARY

On November 5, 2024, Redondo Beach voters approved Measure FP, a general obligation (GO) bond measure that authorized the issuance of $93,350,000 in funding to support the construction, improvement, and renovation of City public safety facilities and related infrastructure. Ordinance No. 3274-24 formalized the authority and conditions under which the bonds may be issued and established a requirement for the City to establish a citizens' oversight committee. The Measure FP Citizen's Oversight Committee (Committee) is expected to support public accountability and provide transparency on the annual expenditures associated with completion of the Measure FP projects, which include the replacement of Fire Stations 1 and 2, the rebuilding of the Main Police Station, and renovation of the Police Annex Facility.

BACKGROUND

Since voter approval, the City has completed the initial strategic planning phase for the projects and is currently engaged in preconstruction and design development work which requires significant expenditure. In order to fund this work, and the subsequent construction of the projects, staff plans to issue the approved GO Bonds in the next few months. As a precursor to the bond issuance, staff recommends the City Council establish the Measure FP Citizens' Oversight Committee.

The Committee, as proposed in the recommended Resolution, would be formed as a temporary advisory body that is focused strictly on evaluating expenditures that have already taken place. The Committee would not participate in project approval, vendor or contract decisions, expenditure authorization, legal matters, or bond sales. These responsibilities would remain with the City Council and City staff, consistant with practice for regular City business.

Staff also recommends the Committee consist of five members appointed by the City Council. In

order to be eligible for appointment, an individual must be a Redondo Beach resident, at least 18 years old, and be a registered voter. Experience in municipal finance, auditing, capital project budgeting, or similar fields is strongly preferred. Members would be required to comply with ethics and conflict-of-interest rules and may not hold City employment, City office, or serve in contractor or consultant roles for the City.

Committee Members would be appointed through a public application and nomination process and serve without compensation for a term of four years. The Committee is expected to meet at least once per year, but no more than quarterly. Meetings would be public and held on City premises under Brown Act requirements and the Committee would elect a Chair and Vice-Chair at its first meeting for an initial two-year term.

The Committee would review and report on the use of Measure FP bond proceeds to ensure funds are spent solely for voter-approved purposes. As noted, the Committee would operate under the requirements of the Ralph M. Brown Act, and the City of Redondo Beach would provide the necessary administrative staff support to ensure the Committee's proper meeting facilitation and success.

The Committee would provide an annual report for the City Council summarizing their activities for the previous fiscal year and verify compliance with Measure FP spending requirements. The Committee is set to automatically disband upon submission of the final annual report documenting the full expenditure of all Measure FP bond proceeds.

Staff recommends the City Council approve the Resolution to establish the Measure FP Citizens' Oversight Committee as proposed.

COORDINATION

This item was coordinated by the City Manager's Office with the City Treasurer and the Financial Services Department. The Resolution was prepared and approved by the City Attorney's Office.

FISCAL IMPACT

There is no fiscal impact associated with this item. The expenses related to the establishment and administration of the Measure FP Citizen's Oversight Committee are included in the supporting Departments' annual operating budgets.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. 2608-071 Establishing the Measure FP Citizens' Oversight Committee
- Ord - No. 3274-24 Submitting a Proposition to Incur Bond Indebtedness, July 30, 2024

RESOLUTION NO. CC-2608-071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING A CITIZENS' OVERSIGHT COMMITTEE FOR MEASURE FP, A GENERAL OBLIGATION BOND MEASURE APPROVED BY THE VOTERS OF REDONDO BEACH

WHEREAS, in November 2024, Redondo Beach voters passed Measure FP, which approved the issuance of City of Redondo Beach General Obligation Bonds in an amount not to exceed $93,350,000 (the "Bonds"), the proceeds of which will fund the reconstruction of Fire Station #1, Fire Station #2, and the Police Headquarters, and renovation of the Police Annex facility (collectively, the "Project"); and

WHEREAS, the City is moving forward with the Project and intends to issue and sell the Bonds pursuant to Article 1, commencing with Section 43600, of Chapter 4 of Division 4 of Title 4 of the California Government Code, and Article 4.5, commencing with Section 53506, of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, in one or more series, in the maximum amount and for the objects and purposes set forth in Ordinance No. 327-24; and

WHEREAS, in accordance with Proposition 5 and Sections 53410 and 53411 of the California Government Code, the City Council adopted accountability requirements relating to the Bonds, and more specifically, Section 12(viii) of Ordinance No. 3274-24 calls for the City to "appoint a citizens' oversight committee to ensure that Bond proceeds are expended only for the purposes described in the measure approved by the voters."

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

SECTION 1. Pursuant to Ordinance No. 3274-24, the City hereby establishes a Measure FP Citizens' Oversight Committee as a temporary advisory committee of the City of Redondo Beach with certain bylaws set forth in Exhibit A".

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 18th day of AUGUST, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2608-071 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 18th day of August, 2026, 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"
MEASURE FP CITIZENS' OVERSIGHT COMMITTEE

SECTION 1. PURPOSE. The Measure FP Citizens' Oversight Committee ("Committee") shall review and report on the use of bond proceeds generated under Measure FP and ensure such bond proceeds are expended only for the purposes described in Measure FP, as approved by the voters.

The Committee shall be subject to the *Ralph M. Brown Public Meetings Act* of the State of California, Government Code Section 54950 et seq. (the "Brown Act"), and shall conduct its meetings in accordance with the provisions thereof. The City shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purpose.

SECTION 2. DUTIES. To carry out its stated purpose, the Committee shall perform the following duties:

(a) Inform the Public. The Committee shall inform the public concerning the City's expenditure of bond proceeds. In fulfilling this duty, all official communications of the Committee to either the Council or the public shall come from the chair of the Committee (the "Chair"), acting on behalf of the Committee, and the Chair shall only release information that reflects the consensus view of the Committee.

(b) Review Expenditures. The Committee shall review expenditure reports produced by the City to verify that Bond proceeds were expended only for the purposes set forth in Measure FP.

(c) Annual Report. At least one (1) time annually, commencing with the end of the first fiscal year in which any bond proceeds are expended, and continuing through the end of the fiscal year in which bond proceeds have been spent in full, the Committee shall prepare an annual written report, following the end of the fiscal year and with timing consistent with the City's year-end Budget report to the City Council. The Chair of the Committee shall provide a summary of the report to the Council. The annual written report shall include the following:

(i) A statement indicating whether the City is in compliance with the spending requirements of the Measure FP authorization, and

(ii) A summary of the Committee's proceedings and activities for the preceding year.

(iii) In addition to City-generated spending reports, the Committee's annual report may also reference any other formal public financial documentation that references bond spending, including the audited Annual Comprehensive Financial Report (ACFR).

SECTION 3. JURISDICTION. The Committee shall have no jurisdiction over any matters not specified in Sections 2 and 3 and which are reserved to the City Council and/or City staff, including, but not limited to:

(a) Approval of project prioritization, project plans, design and schedules,

(b) Approval of vendors, contracts, and change orders for Measure FP projects,

(c) Expenditures of bond funds,

(d) Handling of all legal matters,

(e) Approval of all deferred maintenance plans,

(f) Approval of the sale of bonds and related matters, and

(g) Appointment of qualified applicants to serve on the Committee.

SECTION 4. MEMBERSHIP. The number, qualification standards, ethics rules, term, appointment, removal or vacancy, compensation and authority of members shall include the following:

(a) Number. The Committee shall consist of five (5) members who are appointed and approved by the City Council from a list of candidates submitting applications.

(b) Qualification Standards. To be a qualified person, Committee members must be at least eighteen (18) years of age, be a registered voter, and reside in the City of Redondo Beach.

The ideal candidate will possess professional experience in municipal finance, municipal bond administration, and/or other relevant financial expertise that enables informed review and analysis of expenditures related to the implementation of large-scale public works projects. Candidates should be able to evaluate financial reports, capital project budgets, and compliance documentation to ensure that bond proceeds are spent in a manner consistent with voter intent, applicable laws, and the objectives established by the City.

Individuals with backgrounds in public agency budgeting, capital project delivery, auditing, accounting, or related fields are strongly encouraged to apply. The Measure FP Citizens' Oversight Committee serves as an independent advisory body, and members must demonstrate a commitment to transparency, fiscal accountability, and the responsible stewardship of public funds.

(c) Ethics Rules / No Conflicts of Interest. Members of the Committee shall not be financially interested in City contracts, or engage in any activity for compensation that is in conflict with such member's duties described herein. As such, Committee members may not be current employees, officials of the City or vendors, contractors or consultants of the City, or commissioners currently serving on commissions related to the City. Furthermore, Committee members are not public officials of a government agency with decision-making authority within the meaning of the Political Reform Act of 1974, and the Committee is not a decision-making authority. All Members of the Committee shall adhere to the City's conflict of interest and ethics policies, rules and regulations.

All officers and members of the Measure FP Citizens' Oversight Committee shall file FPPC Form 700 entitled "Statement of Economic Interests" with the City Clerk annually (April 1) and upon assuming and leaving office, in accordance with the disclosure categories designated by the City Clerk's Office.

(d) Term. Except as otherwise provided herein, each member shall serve a term of four (4) years, commencing on the date of the first meeting of the Committee.

(e) Appointment. Members of the Committee shall be appointed by the Council through the following process:

(i) The City shall notify the public through its customary forums that it is accepting applications for Committee members, which may include posting in the City, advertising in the local newspapers, and/or posting notice on the City's website, as well as the solicitation of local groups for applications;

(ii) Applications shall be made available via the City's website; and

(iii) Each City Council Member shall have the opportunity to nominate one candidate for appointment to the Committee and which shall be made upon approval by majority vote of the Council at an open meeting. Appointments shall be recorded in the Council minutes.

(f) Removal / Vacancy. The City Council may remove any Committee member with or without cause, including but not limited to failure to attend two (2) consecutive Committee meetings without reasonable excuse or failure to comply with the City's Code of Conduct. Upon a member's removal or resignation, the seat shall be declared vacant. The Council, in accordance with the established appointment process shall fill any vacancies on the Committee. The City shall make best efforts to fill vacancies within ninety (90) days.

(g) Compensation. The Committee members shall not be compensated for their services.

(h) Authority of Members. Committee members shall not have the authority to direct staff of the City. Individual members of the Committee retain the right to address the Council as an individual or, on behalf of the Committee if said member has been authorized to do so by a majority vote of the Committee, and the Committee shall have the right to request and receive copies of any public records relating to Measure FP funded projects.

SECTION 5. MEETINGS. The Committee shall meet at least once a year, or more frequently as the Committee deems it necessary to discharge its duty, but no more frequently than quarterly. At the end of each meeting, the Committee shall identify the next approximate meeting date, and all meetings shall be held on City premises and be open to the public in accordance with the Brown Act.

At the first meeting, the Committee shall elect by majority vote of its members the Chair and a Vice-Chair, who shall act as Chair only when the Chair is absent. The Chair and Vice-Chair shall serve in such capacities for a term of two (2) years, and may be re-elected by vote of a majority of the members of the Committee.

A majority of the number of Committee members shall constitute a quorum for the transaction of any business. The City shall provide the Committee with necessary technical and administrative assistance, along with copies of all necessary documents in furtherance of its purposes and to publicize its findings.

SECTION 6. REPORTS. The Committee must produce at least one (1) annual report as referenced in Section 2(c). In addition, the Committee may report to the City Council from time to time in order in order to inform the Council on the activities of the Committee. Any such reports shall be in writing and shall summarize the proceedings and activities conducted by the Committee. Such reports shall also be made available on the City's website or via other platforms containing Measure FP information.

SECTION 7. TERMINATION. The Committee shall automatically terminate and disband concurrently with the Committee's submission of the final Annual Report, which reflects the final accounting of the expenditure of all Measure FP bond proceeds.

ORDINANCE NO. 3274-24

AN ORDINANCE OF THE CITY OF REDONDO BEACH ORDERING THE SUBMISSION OF A PROPOSITION INCURRING BONDED INDEBTEDNESS TO THE QUALIFIED VOTERS OF THE CITY OF REDONDO BEACH AT THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, FOR THE PURPOSE OF FINANCING THE COSTS OF THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION OR REPLACEMENT OF CERTAIN MUNICIPAL IMPROVEMENT PROJECTS CONSTITUTING PUBLIC INFRASTRUCTURE OF THE CITY

WHEREAS, the City of Redondo Beach (the "City") is a charter city duly organized and existing under the Constitution and laws of the State of California; and

WHEREAS, as mentioned in the City's Capital Improvement Program (CIP), the City desires to undertake the acquisition, construction, reconstruction, rehabilitation or replacement of the City's police and fire facilities (together, the "Improvements"); and

WHEREAS, the City has outgrown its aging police and fire facilities, which were built in the 1950s when the City's population was approximately one-third of the current population; and

WHEREAS the current fire stations, where constructed in 1959 for a total staff of 39 firefighters serving a population of 50,000. Today the fire department responds to over 8,000 annual emergency calls with a total staff of 69 personnel serving a population of 70,000 in the same facilities. These stations lack adequate space for personnel and paramedic equipment, hindering operational efficiency; and

WHEREAS on June 28, 2024, the Los Angeles Civil Grand Jury issued a report on *Earthquake Safety Readiness* directing cities to prioritize government building resilience and to initiate retrofitting and rebuilding of these buildings to ensure earthquake resilience; and

WHEREAS, the City falls within a region that is susceptible to earthquakes due to its proximity to several active fault lines which includes the Palos Verdes Fault, Newport-Inglewood Fault and San Andreas Fault. Redondo Beach is part of the broader Los Angeles area, which is classified as Seismic Zone 4. This is the highest seismic risk zone in the United States, indicating a high potential for significant seismic activity; and

WHEREAS, the City's 911 communication center, police station and fire stations are critical infrastructure and critical components of the emergency response system and must adhere to stringent building codes designed to enhance earthquake resilience and ensure readiness in a disaster. This includes requirements for seismic retrofitting and/or replacement of older buildings to enhance the earthquake resilience of these buildings. These centers are the first point of contact in emergencies, providing immediate response and coordination in any disaster; and

WHEREAS, the fire stations are in need of repair, replacement and upgrades, including but not limited to, addressing structural cracking, seismic retrofitting, mold, asbestos and outdated plumbing and electrical systems, and adding or updating female sleeping quarters and restrooms in order to help recruit and retain fire fighters and paramedics; and

WHEREAS, the police station, which was constructed in 1957 for a total staff of 48, lacks adequate space for current personnel and equipment, hindering operational efficiency for the now roughly 240 Police Department employees; and

WHEREAS the current police station is in need of repair, replacement and upgrades, including but not limited to, mold, asbestos and lead, outdated plumbing and electrical systems, meeting California Structural Performance Category (SPC) requirements to survive a strong earthquake, addressing significant roof leaks during storms, updating inadequate restrooms to meet ADA requirements, and updating facilities to utilize more efficient, economical and environmentally friendly energy systems; and

WHEREAS a new police station would be able to accommodate space for new state-of-the-art technology to enhance the communications center, drone operations, jail operations, and a more contemporary Emergency Operations Center to keep the City secure during the management of emergency incidents; and

WHEREAS a new police station will incorporate modern security measures to better protect officers and arrestees, allow for community integration and meeting spaces, and foster positive relationships between law enforcement and residents to better accommodate the needs of the community; and

WHEREAS, the undertaking of the Improvements by the City constitutes the acquisition, construction, reconstruction, rehabilitation or replacement of "municipal improvements" and "public infrastructure" because the Improvements are (1) part of the structures, facilities and equipment owned and operated under the control of the City, (2) part of the basic, underlying features of the City's physical landscape, community identity, and organization, (3) once completed, open to the public for use and/or benefiting the public, and (4) necessary or convenient to carry out the objects, purposes and powers of the City; and

WHEREAS, the City intends to issue its general obligation bonds (the "Bonds") to finance the cost of the acquisition, construction, reconstruction, rehabilitation or replacement of the Improvements; and

WHEREAS, under existing law, approval of the Bonds requires 2/3 of the voters in the City voting on the proposition to vote in favor; and

WHEREAS, Assembly Constitutional Amendment No. 1, as amended by Assembly Constitutional Amendment No. 10, has qualified for the November 5, 2024 Statewide ballot as "Proposition 5" and would, among other things, change existing law to authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure if the proposition proposing that tax is approved by 55% of the voters of the city, county, city and county, or special district, as applicable, and the proposition includes specified accountability requirements; and

WHEREAS, the foregoing amendments effectuated by Proposition 5, if approved at the November 5, 2024 Statewide ballot, would apply to any proposition authorizing general obligation bonds of a city that is submitted at the same election as Proposition 5; and

WHEREAS, the proposition to approve the Bonds complies with all the provisions of Proposition 5, including all of its accountability requirements, so that, if Proposition 5 is approved

on November 5, 2024, approval of the Bonds shall require that 55% (not 2/3) of the voters in the City voting on the proposition vote in favor; and

WHEREAS, if the ballot measure authorizing issuance of the Bonds is approved by the requisite number of affirmative votes, the City will be authorized to issue the Bonds.

NOW, THEREFORE, the City Council of the City of Redondo Beach does hereby ordain as follows:

SECTION 1. PURPOSE AND INTENT. Pursuant to the authority provided by the California Government Code and California Elections Code, the City Council proposes to order the submission of a proposition authorizing the City to issue general obligation bonds (the "Bonds") to the qualified voters of the City at the Statewide general election to be held on November 5, 2024.

SECTION 2. FINDINGS. The City Council hereby makes the following findings with respect to the proposed measure for the Bonds:

(i) On July 30, 2024, the City Council adopted, by a two-thirds vote of all its members, a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION OR REPLACEMENT OF MUNICIPAL IMPROVEMENT PROJECTS CONSTITUTING PUBLIC INFRASTRUCTURE OF THE CITY, AND THEIR FINANCING THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS," pursuant to which the City Council has found and determined that the public interest and necessity demand the issuance of general obligation bonds to finance the Improvements, which are municipal improvement projects constituting public infrastructure of the City.

(ii) In order to provide for the issuance by the City of general obligation bonds to provide financing for the Improvements, it is necessary for the City Council to adopt an ordinance ordering the submission of the proposition of incurring bonded indebtedness for such purpose to the qualified voters of the City at a municipal election.

(iii) The City Council desires to submit said ballot measure to the qualified voters of the City at the Statewide general election to be held in the City on November 5, 2024, and to consolidate the bond election with other elections held within the City on that date.

SECTION 3. CALL FOR ELECTION. The City Council hereby orders that there be submitted to the qualified voters of the City a proposition on incurring bonded indebtedness for the purposes set forth in this Ordinance, at the Statewide general election to be held on November 5, 2024.

SECTION 4. BALLOT PROPOSITION. The City Council hereby submits to the qualified voters of the City, at the Statewide general election to be held on November 5, 2024, a proposition on issuing the Bonds. The statement of the measure shall be in substantially the form set forth in the resolution of the City placing the measure on the ballot.

SECTION 5. OBJECT AND PURPOSE OF BONDS. The object and purpose of the Bonds is to finance some or all of the costs of the Improvements. The authorized Improvements also include all work, facilities and expenditures necessary and incidental to the projects described above.

Examples of such work, facilities, and expenditures include, but are not limited to: costs of design, engineering, architect and other professional services, inspections, site preparation, utilities, landscaping, construction management and other planning and permitting, legal, accounting and similar costs; a customary construction contingency; demolition and disposal of existing structures; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; addressing unforeseen conditions revealed by construction or renovation, and other necessary improvements required to comply with existing building codes and other applicable law, including the Americans with Disabilities Act; costs of the bond election; bond issuance costs; project administration during the duration of such projects; and financing and interest costs on the Bonds.

The final costs, locations, designs, layouts and other components of the Improvements will be determined as plans are finalized, construction bids are awarded, and projects are completed. Therefore, the City Council cannot guarantee that the Bonds will provide sufficient funds to allow completion of all needed Improvements.

SECTION 6. ESTIMATED COSTS OF IMPROVEMENTS. The estimated costs of the Improvements is $93,350,000. The estimated cost includes legal or other fees, the costs of printing the Bonds, and other costs and expenses incidental to or connected with the authorization, issuance and sale of the Bonds. To the extent the Improvements financed are revenue-producing public works, the cost of the Improvements may also include bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction.

SECTION 7. PRINCIPAL AMOUNT OF BONDS. The amount of the principal of the Bonds shall not exceed $93,350,000.

SECTION 8. MAXIMUM INTEREST RATE. The maximum rate of interest to be paid on the Bonds shall be the statutory maximum of 12% per annum. Said interest shall be payable semiannually, except that interest for the first year after the date of the Bonds may be made payable at the end of said year.

SECTION 9. ISSUANCE AND SALE OF BONDS. The City proposes to issue and sell the Bonds pursuant to Article 1, commencing with Section 43600, of Chapter 4 of Division 4 of Title 4 of the California Government Code, and Article 4.5, commencing with Section 53506, of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, in one or more series, in the maximum amount and for the objects and purposes set forth above if the requisite number of qualified voters voting on the proposition vote in favor thereof. The Bonds will be general obligations of the City payable from and secured by ad valorem taxes levied and collected in the manner prescribed by the laws of the State of California. The revenue generated from the ad valorem tax levied and collected will be used for the payment of debt service on the Bonds. All of the Bonds shall be equally and ratably secured, without priority, by the taxing power of the City.

SECTION 10. MANNER OF CONDUCTING ELECTION. The election on the Bonds held on November 5, 2024 shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted, and returned, returns canvassed, results declared, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the election with which it is consolidated.

SECTION 11. PROCEDURE FOR VOTING ON PROPOSITION. Ballots for the election shall be provided in the form and in the number provided by law. Voters shall be provided an opportunity to vote for or against the proposition on the ballot, in accordance with procedures to be adopted by the authorized officers of the County of Los Angeles (the "County") charged with conducting the election.

SECTION 12. ACCOUNTABILITY REQUIREMENTS. In accordance with Proposition 5 and Sections 53410 and 53411 of the California Government Code, the City Council hereby adopts the following accountability requirements relating to the Bonds:

(i) The proceeds from the sale of the Bonds shall be used only for the purposes specified in this Ordinance, and not for any other purpose, including City employee salaries and other operating expenses. The administrative cost of the City for the Improvements shall not exceed 5% of the proceeds from the sale of the Bonds.

(ii) The proceeds from the sale of the Bonds shall only be spent on projects and programs that serve the jurisdiction of the City.

(iii) This Ordinance shall be the ordinance through which projects will be funded and the City hereby certifies that it has evaluated alternative funding sources.

(iv) The City shall conduct an annual, independent performance audit to ensure that the Bond funds are expended pursuant to the local program specified in clause (iii).

(v) The City shall conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the Improvements.

(vi) The City shall post the audits required by clauses (iv) and (v) in a manner that is easily accessible to the public.

(vii) The City shall submit the audits required by clauses (iv) and (v) to the California State Auditor for review.

(viii) The City shall appoint a citizens' oversight committee to ensure that Bond proceeds are expended only for the purposes described in the measure approved by the voters. Members appointed to the oversight committee shall receive educational training about bonds and fiscal oversight.

(ix) Any entity owned or controlled by a member of the City Council shall be prohibited from bidding on any work funded by the proposition.

(x) A separate account shall be created and held by the City, into which the proceeds of the Bonds shall be deposited and applied solely for the purpose of financing the Improvements.

(xi) The Finance Director of the City shall file a report with the City Council at least annually showing the amount of Bond proceeds collected and expended, and the status of the Improvements.

SECTION 13. IDENTIFICATION OF TAX. The tax imposed by this measure is an ad valorem tax levied upon taxable real property in the City, and will be used to pay the principal and interest on the Bonds.

SECTION 14. OFFICIAL ACTIONS. The Mayor, the City Manager, the Finance Director, the City Clerk, and any of their designees, are hereby authorized to execute any documents and to perform all acts necessary to place the Bond measure on the ballot.

SECTION 15. INTERPRETATION. The provisions of this Ordinance, being necessary for the health, welfare, and safety of the City and its residents, is to be liberally interpreted to carry out its purposes. No error, irregularity or informality, and no neglect or omission of any officer, in any proceeding taken related to the submission of the proposition incurring bonded indebtedness to the qualified voters of the City shall void or invalidate any such proceeding, any Bonds issued by the City or any levy of ad valorem taxes to pay principal of and interest on the Bonds.

SECTION 16. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provisions or applications, and to this end the provisions this Ordinance are declared to be severable.

SECTION 17. PUBLICATION OF ORDINANCE. This Ordinance shall be published once a day for at least seven days in a newspaper published at least six days a week in the City, or once a week for two weeks in a newspaper published less than six days a week in the City. The first of said publications shall, in either event, be within 15 days after the adoption of this Ordinance. If there are no such newspapers, it shall be posted in three public places in the City for two succeeding weeks. No other notice need be given.

SECTION 18. EFFECTIVE DATE. In accordance with Section 36937(a) of the California Government Code and Section 9.16(a) of the City's Charter, this Ordinance shall become effective immediately, as an ordinance relating to an election, upon its adoption by two-thirds vote of all the members of this City Council.

INTRODUCED at a regular meeting of the City Council on the 30th day of July 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

.

PASSED AND ADOPTED at a regular meeting of the City Council on the ___ day of August 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jim Light, Mayor

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

Administrative Report

N.2., **File #** 26-1003 **Meeting Date:** 8/18/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE CITY'S BUSINESS LICENSE TAX COLLECTION PROCESS AND FEE STRUCTURE FOR SPECIAL EVENT VENDORS

EXECUTIVE SUMMARY

The City's business licensing requirements are established in Redondo Beach Municipal Code (RBMC) Title 6, Chapter 1. Section 6-1.06 establishes requirements, including the presumption of doing business, and Section 6-1.08 lists exemptions, including the option to request a business license waiver through written application of the City Council.

Over the past few years, the City Council has supported business license waivers for businesses participating in special events for which there is a community benefit, including those the Council has designated as Signature Events and for City-organized activities.

Council has directed staff to review the special event vendor waiver policy to simplify the process and ensure appropriate retail tracking and revenue collection. Staff initially outlined options for Council discussion in FY 2026-27 Budget Response Report (BRR) #27.

This report recommends actions to modify the business license tax ordinance to accomplish these goals and identifies other administrative changes to further improve the business license application process. It also outlines alternatives for Council consideration. As the proposed changes do not increase the tax or expand the entities required to pay the tax, the changes can be accomplished through an ordinance amendment and do not require voter approval.

Staff recommends the Council discuss and give direction on the proposed adjustments to the business license fee collection and application process for special event vendors.

BACKGROUND

Since FY 2023-24, the City Council has reviewed business license waiver requests for special event vendors as stand-alone requests, with an application required for each event. These include City-organized events.

To request a waiver, organizers and participants complete a form and submit it to the City's business license office in the Financial Services Department. The form includes event information, participating vendors for which the license waiver is being requested, and a description of the event's

community benefit, which serves as the basis for the waiver approval. City staff submits an Administrative Report presenting the waiver application as a consent item for City Council consideration, including the completed waiver application. The Administrative Report summarizes the waiver process, provides event-specific information, and estimates revenue loss expected if the waiver request is approved. Following Council consideration, staff communicates the result of the waiver request to the event organizer and/or participating vendors.

The table below shows Council-approved waiver requests from the past two fiscal years with their associated estimated revenue loss. Note that the business license payment is one of multiple event costs and does not represent the only City fee applied to special events. There are a number of fees that may still apply, including facility rental fees (e.g. Seaside Lagoon), and reimbursement for other City costs, such as Police and Fire personnel.

FISCAL YEAR	ORGANIZER	EVENT	EST REVENUE LOSS
2023-24	NRBBA	SpringFest*	5,000
2023-24	NRBBA	SummerFest*	20,000
		FY 2023-24 Total	**$ 25,000**
2024-25	H20 Events	HoliFest (H20 Events)	400
2024-25	BIH LLC	HoliFest (BIH LLC)	266
2024-25	Holi & the Beach	HoliFest (Holi & the Beach)	665
2024-25	City of Redondo Beach	Juneteenth	399
2024-25	NRBBA	SummerFest*	25,000
		FY 2024-25 Total	**$ 26,730**
2025-26	Come Together	Come Together Market	2,394
2025-26	In'n'Out	Slave 2 Nothing Foundation Fundraiser	2,383
2025-26	Chamber of Commerce	Superbowl 10K*	1,862
2025-26	BIH LLC	HoliFest (BIH LLC)	484
2025-26	City of Redondo Beach	City's 100th Birthday	266
2025-26	NRBBA	SpringFest*	3,798
2025-26	NRBBA	SummerFest*	15,000
2025-26	City of Redondo Beach	Juneteenth and Summer Reading Kick-off	400
		FY 2025-26 Total	**$ 26,587**

* City Signature Event

Staff have identified alternatives to the current waiver process that, if implemented, would accomplish the following:

1) Clarify and streamline City procedures and requirements for issuing a business license to special event vendors
2) Create a fee structure that is more appropriate for special event organizers and participating vendors
3) Help ensure the City maintains knowledge of businesses operating in the City for special events
4) Retain some business license tax revenue for the City related to special events, where appropriate

City staff reviewed neighboring cities and identified alternate approaches to providing business

licenses for special events, including applying a daily rate; charging vendor fees through event organizers; or exempting special events from license requirements entirely. Given the goals above, staff believes maintaining the requirement while assessing a rate better aligned with the business conducted is most appropriate.

Recommendation

The current business license tax rate applicable to most special event vendors is $99 for City vendors, and $129 for vendors outside the City (with the addition of the required $4 fee for each license). Staff proposes a tiered special event rate as shown below. This mirrors the current City/non-City split, and applies a rate of approximately 20% of the regular annual rate currently applicable to such vendors. This is similar to the structure for special event vendors in El Segundo. Staff proposes that this rate apply to a vendor for participation in up to three events; following three events, the vendor would be responsible for the full fee. Consistent with Council direction regarding fees for events which generate no revenue for the organizer, staff also recommends waiving the business license tax payment for those events that do not generate revenue for the organizer.

Vendor Location	# of Events	Rate	Exceptions
City of Redondo Beach	Up to 3 per year	$20	Event generates no revenue for organizer
	> 3 events per year	Regular annual rate ($99 + $4 charge)	
Non-City	Up to 3 per year	$25	
	> 3 events per year	Regular annual rate ($129 + $4 charge)	

Since the proposed rate structure does not expand or increase the business license rates listed in the City's municipal code the changes do not require a Prop 218 vote and can be adjusted through approval of an ordinance.

Alternatives

Council could choose a different tier/number of events; charge the event organizer a fee directly rather than assessing each vendor; or could choose to exempt special event vendors from business license tax more broadly. Staff does not support options that do not involve licensing individual vendors as staff believes there is value to the City in receiving and being able to monitor business activity in the City.

In addition to adjusting rates and creating certain exemptions as shown above, staff intends to review the administrative requirements for business licenses to streamline processing for those involved in special events, including a review of required supporting documentation. These adjustments do not require ordinance changes.

Finally, as shared in BRR #27, staff intends to research and implement a technology-based solution to improve business license processing. This would provide an online portal for frequently requested customer service items, such as fully processing applications, requesting a business license number, requesting a reprint of a business license, and checking payment status, which currently require

phone calls or email inquiries to the business license office and rely on City staff response.

There are a range of online software/system options that vary in price and relative functionality. Initial research indicates the following general cost ranges:

- One-time Setup: $10,000-$25,000
- Annual cost: $21,000-$50,000

To cover the cost of this service, the City could implement a business license application fee tied to the administrative costs for reviewing and processing business license applications as part of the City's regulatory function. This fee could be structured as a single, flat charge for all licenses, or differentiated between license type where a slightly higher fee is charged for new licenses and a lower fee for renewals, which would reflect the additional time required to process new licenses. Staff estimates that a flat fee as low as $6 for new application and renewal licenses could generate approximately $50,000 in revenue. This technology fee is separate from the business license tax and can be implemented by Council Resolution.

Next Steps

Following Council direction, staff would return with draft ordinance language for consideration of approval. Staff would also return to Council as appropriate for a contract to provide improved online business license customer service software and with necessary documentation for the implementation of a new technology fee if appropriate.

COORDINATION

This report was coordinated with the City Manager's Office.

FISCAL IMPACT

Staff estimates the City loses approximately $25,000 of business license revenue each year through special event vendor waivers. Implementing the recommended changes would increase revenue, but more importantly reduce staff time and cost associated with processing waiver requests and allow for a better understanding of special event vendor business activity in the City.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- FY 2026-27 BRR #27-Business License

CITY OF REDONDO BEACH
Budget Response Report

#27

June 9, 2026

Question:

What is the City's current process for considering waivers for business licenses, including the annual fiscal impact of the current process? What is the process to update the City's Municipal Code to more effectively license special events? What steps could the City take to streamline the processing of of business license applications and what funding sources are available to support eh cost of business license administration?

Response:

The City's business licensing requirements are established in Redondo Beach Municipal Code (RBMC) Title 6, Chapter 1. Section 6-1.06 establishes requirements, including the presumption of doing business, and Section 6-1.08 lists exemptions, including the option to request a business license waiver through written application of the City Council[1].

Over the past few years, the City Council has supported business license waivers for businesses participating in special events for which there is a community benefit, including for those that the City Council has designated as Signature Events.

Waiver Process and Fiscal Impact

To request a waiver, organizers and participants complete a form and submit to the City's business license office including event information, participating vendors for which the license waiver is being requested, and a description of the event's community benefit, which serves as the basis for the waiver approval (the form is included as Attachment 1). City staff submits an Administrative Report presenting the waiver application as a consent item for City Council consideration, including the completed waiver application. The Administrative Report summarizes the waiver process, provides event-specific information, and estimates revenue loss expected if the waiver request is approved. Following Council consideration, staff communicates the result of the waiver request to the event organizer and/or participating vendors.

The table below shows Council-approved waiver requests from the past two fiscal years with their associated estimated revenue loss. Note that the business license payment is one of multiple event costs and does not represent the only City fee applied to special events. There are a number of fees that may still apply, including facility rental fees (e.g.

[1] Upon a written application to the Council, a person or organization may request an exemption from the business license requirements imposed by this chapter, and the Council may waive the provisions of this chapter if the Council finds and determines that the community benefit will be promoted by granting such an exemption (RBMC 6-1.08c)

Seaside Lagoon) and reimbursement for other City costs, such as Police and Fire Department support.

FISCAL YEAR	ORGANIZER	EVENT	EST REVENUE LOSS
2023-24	NRBBA	SpringFest*	5,000
2023-24	NRBBA	SummerFest*	20,000
			$ 25,000
2024-25	H20 Events	HoliFest (H20 Events)	400
2024-25	BIH LLC	HoliFest (BIH LLC)	266
2024-25	Holi & the Beach	HoliFest (Holi & the Beach)	665
2024-25	City of Redondo Beach	Juneteenth	399
2024-25	NRBBA	SummerFest*	25,000
			$ 26,730
2025-26	Come Together	Come Together Market	2,394
2025-26	In'n'Out	Slave 2 Nothing Foundation Fundraiser	2,383
2025-26	Chamber of Commerce	Superbowl 10K*	1,862
2025-26	BIH LLC	HoliFest (BIH LLC)	484
2025-26	City of Redondo Beach	City's 100th Birthday	266
2025-26	NRBBA	SpringFest*	3,798
			$ 11,187
		Total	$ 62,917

* City Signature Event

<u>Proposed Special Event Licensing Changes and Municipal Code Update Process</u>
The City Council has expressed interest in alternatives to the current process that would accomplish the following:

1) Clarify and streamline City procedures for special events organizers
2) Create a fee structure that is more appropriate for special event organizers and participating vendors
3) Help ensure the City maintains knowledge of businesses operating in the City for special events
4) Retain some business license tax revenue for the City related to special events, where appropriate

City staff reviewed neighboring cities and identified alternate approaches to license special events, summarized in the table below.

Option	Cities with this model
Daily rate	Hermosa Beach
	Torrance
	Carson
	Culver City
	El Segundo
	Newport Beach
Based on Gross Receipts	Santa Barbara
Fees are part of contract with organizer	Manhattan Beach
	Brentwood
Special events are exempt	Santa Monica

Within these broad categories, cities offer further differentiation based on number of vendors, and most differentiate between within-city and outside of city organizers, with within-city vendors charged a lower rate.

The City Council could direct staff to create a City policy using one of the methods above, or a combination. For example, the Council could create rules based on:

- Whether the event is a designated City signature event
- The number of events a vendor participates in annually (e.g. a vendor could be exempt for a certain number of events in a year, but pay a daily rate beyond that number)
- Whether or not the event generates revenue for the event producer

Any changes to the Business License Tax Ordinance that either increase the rate or charge entities that were not originally subject to the tax would require voter approval. However, since the proposed changes would only result in decreases to existing rates, or potential exemption from the tax, staff believes that changes could be completed through the passage of a City ordinance.

Following Council direction on a structure for business license tax related to special events, staff would return with draft ordinance language for approval. This would include additional legal review with proposed language to confirm that the changes would not require voter approval. Staff could aim to complete initial research with proposed ordinance updates by November/December 2026, so that if voter approval is required, there would be the option to place proposed changes on the March 2027 ballot.

<u>Business License Process Streamlining</u>

The City currently manages and processes business licenses through a module in Tyler Munis, the City's Enterprise Resource Planning (ERP) system. In its current version, the City enters and monitors business information, generates invoices and renewals, generates licenses, and assesses payments. Business owners can pay online through the Tyler Munis payment portal and can renew their business licenses entirely online.

However, other customer service items, such as requesting a business license number, requesting a reprint of a business license, and checking payment status, still require phone calls or email inquiries to the business license office and rely on City staff response.

Staff has reviewed options for additional customer-facing functionality, including a customer portal that would allow business owners to access their information, view and print business licenses, view payment history and due dates, and make payments. This added functionality would improve customer experience, improve processing times for all licenses, and provide staff additional time to focus on processing and handling complex questions. In addition to the customer-facing functionality, new systems would provide better internal data management and reporting.

There are a range of options that vary in price and relative functionality. Initial research indicates the following general cost ranges:

- One-time Setup: $10,000-$25,000
- Annual cost: $21,000-$50,000

With this type of service, staff could also consider functions like tax discovery and audit functions to help identify and recover unpaid and/ or delinquent business license tax.

To cover the cost of this service, the City could implement a business license application fee tied to the administrative costs for reviewing and processing business license applications as part of the City's regulatory function. This fee could be structured as a single, flat charge for all licenses, or differentiated between license type where a slightly higher fee is charged for new licenses and a lower fee for renewals, which would reflect the additional time required to process new licenses.

Examples of similar fees from other cities are included below.

City	Rates
Montebello	Application/ Processing Fee: $80 Renewal Processing Fee: $31
Manhattan Beach	$17.45 (New and Renewal) Note: set by Ordinance at $17, increasing annually by CPI
Santa Monica	$40 (New and renewal)
Twentynine Palms	$119.55 (first year license) $43.03 (business license renewal)

Given that the City processes between 8,000-9,000 licenses annually, a flat fee as low as $6 for new and renewal licenses could generate approximately $50,000 in revenue. Staff believes that an increase in fees would provide value to businesses, which would benefit from independent access to their information and improved processing times.

If the City Council supports enhancing the technology behind business license processing, staff will further research options and return with a report that includes the recommended software enhancement and a new proposed fee. Implementing the

software, including vendor selection, testing, and data validation, is expected to take up to six months.

Financial Services

415 Diamond Street, P.O Box 270
Redondo Beach, California 90277-0270
www.redondo.org

Phone: 310-318-0683
Fax: 310-697-3091

APPLICATION OR WAIVER OF BUSINESS LICENSE TAX

Pursuant to Section 6-1.08(c) of the Redondo Beach Municipal Code

Instructions

- **Complete and return this application** to blmail@redondo.org
- **Please submit** waiver request **four weeks prior to event date** to provide for sufficient time to place on the City Council Agenda for consideration.
- Please contact blmail@redondo.org or at the phone number listed in the form heading with questions.

Section 1: Applicant Information

Name of Event:_____

Organization or Individual Business Name: _____

Telephone Number:_____

Organization or Individual Business Address:_____

_____

Mailing Address_____

(If Different from Organization or Individual Business Address)

Applicant's Name_____

Applicant's Address:_____

Applicant's Relationship to Organization or Individual Business:_____

Email Address:_____

Describe Business or Activity for which wavier is requested:_____

_____

Date(s) of the Event:_____

Event Hours:_____

Location Address of the Event:_____

Organization or Individual Business website:_____

Please list below all the vendors that will participating in the event:

Crafting Vendors:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Food Booth Vendors (non food truck):
(Please note these vendors will be still be required to provide their Health Permit and Food Handler Certificates prior to event)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Food Trucks:
(Please note these vendors will be still be required to provide their Health Permit and Food Handler Certificates prior to event)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 2: Waiver Request Statement

I request a waiver from the business license requirements as specified in Redondo Beach Municipal Code 6-1.08(c).

Section 3: Community Benefit Overview

Describe how your business or organization benefits the community, including charitable activities, community service programs, educational initiatives, and job fairs.
Attach additional documentation as needed.

_____

_____

_____

_____

_____

Section 4: Compliance with all Laws

I shall comply with all applicable federal, stale, and local laws, ordinances, and regulations related to this application.

Section 5: Supporting Documentation

Include any relevant supporting documents, such as evidence of business ownership or position, proof of community recognition, letters of support, or documentation of community benefits. lf a food vendor please provide a copy of the Public Health Permit or License, evidencing certification that the vendor is in compliance with the Los Angeles County Department of Public Health requirements.

Section 6: Duration of the Business License Waiver

Any business license wavier approved by City Council pursuant to this application shall only be for a short term, extending from _____ to _____.

Section 7: Signature and Acknowledgment

I declare under penalty of perjury that I am authorized to make this statement and that the information provided is complete and accurate to the best of my knowledge. I understand the City Council will make the final decision on this waiver request.

Signature:_____

Print Name: _____

Title: _____

Date: _____

Docusign Envelope ID: 275776D7-3C1F-86B6-80C2-420A61013ACE

Peregrine

MODIFICATION NO. 1 TO PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: City of Redondo Beach on behalf of its Police Department	**Contact:** Chief Stephen Sprengel
Address: 401 Diamond St Redondo Beach, CA 90277	**Phone:** 310-372-1171
Email: stephen.sprengel@redondo.org	**Fax:** N/A

Peregrine Services
Effective Date of the Underlying Agreement: July 9, 2024
Effective Date of this Modification: August 18, 2026
Amended Terms: Unless specified otherwise, this Modification is effective as of the date the last party signs this Modification. This is a Modification to the Peregrine Customer Order Form & Scope of Services (the "**Agreement**") dated July 9, 2024, originally executed by and between Peregrine and Customer. Unless otherwise defined in this Modification, all capitalized terms used in this Modification will have the definitions ascribed to them in the Agreement. The parties agree as follows: **Professional Services:** The Customer Data sources and systems that Peregrine will integrate with the Service for Customer are hereby changed from: Mark43 CAD, Mark43 RMS, Axon Evidence.com, Vigilant LPR (30-day retention), Flock LPR (30-day retention), LaserFiche. To: Mark43 CAD, Mark43 RMS, Axon Evidence.com, Vigilant LPR (30-day retention), Flock LPR (30-day retention), LaserFiche, and **TurboData**. By addition of: **TurboData** **Service Fee.** The Parties further agree that the additional integrations prescribed above shall modify the fee schedule. The Fee Schedule is modified from: b. $96,500 within 45 days of July 10, 2026 To: b. **$103,900** within 45 days of August 18, 2026 By addition of **$7,400** for the TurboData integration.

Copyright 2022, Peregrine Technologies, Inc. All rights reserved. Copyright extends to all pages of this document.

Docusign Envelope ID: 275776D7-3C1F-86B6-80C2-420A61013ACE

For avoidance of doubt, Customer has already been invoiced for the original fee of $96,500 in accordance with the Agreement. As a result of this Modification, Customer shall pay the additional $7,400 for the TurboData integration within 45 days of the Effective Date of this Modification.

Miscellaneous:

Entire Agreement. Except as modified by this Modification, the Agreement shall remain in full force and effect. This Modification, together with the Agreement as amended by this Modification, supersedes all prior and contemporaneous agreements between the parties with respect to the services hereof. In the event of a conflict between this Modification and the Agreement, the terms of this Modification shall control.

Warranties. Each party represents and warrants that it has the legal power and authority to enter this Modification.

Counterpart. This Modification may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

This Modification shall not modify any other terms of the Agreement.

Peregrine		**Customer**	
By:	DocuSigned by: Rob Wheeler 37C7CCD7DE7344F...	By:	
Name:	Robert Wheeler	Name:	
Title:	Chief Operating Officer	Title:	
Date Signed:	8/12/2026	Date Signed:	