MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDONDO BEACH AND CLEAR RECOVERY CENTER LLC

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Clear Recovery Center LLC, a California limited liability company ("CLEAR").

WHEREAS, CLEAR provides professional clinical services for a substance abuse and mental health counseling to assist individuals experiencing homelessness in the City; and

WHEREAS, acceptance for program admission will be at the discretion of CLEAR clinical staff based on a clinical assessment and appropriateness of fit; and

WHEREAS, CLEAR desires to provide these services; and

WHEREAS, CITY will provide the space for services rendered at the City's Homeless Court and compensate CLEAR for services as outlined herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to the following:

A. **SERVICES**. CLEAR shall provide:

1. One-on-one therapy by licensed therapists and therapist associates for individualized client-centered needs and goals.
2. Group therapy facilitated by credentialed therapists and case managers, by individuals with a certified drug and alcohol agency, using a variety of clinical modalities for psychoeducation about mental illness and addiction and development of healthy coping skills.
3. Individual case management for life skill training.

The City will provide the space for services rendered at the City's Homeless Court.

B. **TERM**. This MOU shall commence on July 1, 2026 and continue until June 30, 2027.

C. **COMPENSATION.** CLEAR shall be compensated at a rate of $110 per hour for group therapy, and $125 per hour for individual therapy sessions. The total compensation paid under this MOU shall not exceed $125,000.

D. **PROFESSIONAL ABILITY.** CLEAR acknowledges, represents and warrants that CLEAR 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 CLEAR as a material inducement to enter into this MOU. CLEAR shall perform in accordance with generally accepted professional practices and standards of its profession.

E. **BUSINESS LICENSE.** CLEAR shall obtain a Redondo Beach Business License before performing any services required under this MOU. The failure to so obtain such license shall be a material breach of this MOU 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 MOU to reflect such waiver.

F. **RECORDS.** CLEAR, 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". CLEAR, 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 five (5) years after CLEAR's completion of performance of this MOU. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

G. **INDEMNITY.**

1. **CLEAR'S INDEMNITY.** To the maximum extent permitted by law, CLEAR 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 "City 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 CLEAR's negligence, gross negligence, or willful misconduct of CLEAR's performance or work hereunder (including any of its officers, agents, employees, Subcontractors), except to the extent such loss or damage is caused by the sole negligence or willful misconduct of the City.

2. **CITY'S INDEMNITY.** To the maximum extent permitted by law, the City hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CLEAR, its officers, employees, volunteers, attorneys, and agents (collectively "CLEAR 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 City's gross negligence, or willful misconduct of City's performance or work hereunder (including any of its officers, agents, employees, Subcontractors).

   Both CLEAR's and the City's indemnification obligations shall survive this MOU and shall not be limited by any term of any insurance policy required under this MOU, except as each Party's obligation to indemnify shall be limited to the limits of its insurance policies.

   a. Nonwaiver of Rights. The City Indemnitees and CLEAR Indemnitees do not and shall not waive any rights that they may possess against the other party because of the acceptance by the City or CLEAR, or the deposit with the City or CLEAR, of any insurance policy or certificate required pursuant to this MOU.
   b. Waiver of Right of Subrogation. Each party, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the other party's Indemnitees (i.e. the City Indemnitees or CLEAR Indemnitees, as applicable).

H. **INSURANCE.** CLEAR shall comply with the requirements set forth in Exhibit "A". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this MOU.

I. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.** No official or employee of the City shall be personally liable for any default or liability under this MOU.

J. **COMPLIANCE WITH LAWS.** CLEAR shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this MOU, including without limitation all environmental laws, and employment laws.

K. **NON-DISCRIMINATION.** CLEAR 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. CLEAR 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. CLEAR shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. CLEAR shall include a similar non-discrimination provision in all subcontracts related to the performance of this MOU.

L. **LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT.** CLEAR acknowledges that the services which CLEAR shall provide under this MOU are unique, personal services which, except as otherwise provided herein, CLEAR 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 discretion; provided, however, that such approval shall not be unreasonably withheld. In the event that the City, in writing, approves any assignment or subletting of this MOU or the retention of subcontractors by CLEAR, CLEAR shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by CLEAR and subcontractor. Any attempt by CLEAR to assign any or all of its rights under this MOU without first obtaining the City’s prior written consent shall constitute a material default under this MOU.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in CLEAR or twenty-five percent (25%) or more the voting control of CLEAR (whether CLEAR is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this MOU. Further, the involvement of CLEAR 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 MOU or CLEAR’s assets occurs, which reduces CLEAR’s assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this MOU.

M. **SUBCONTRACTORS.** CLEAR shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. CLEAR 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.

N. **TERMINATION.** Either party may terminate this MOU at any time upon providing thirty (30) days prior written notice to the other party.

O. **AMENDMENTS.** No modification, amendment, or addendum to this MOU shall be valid unless it is set forth in writing and is signed by the parties.

P. **CONFIDENTIALITY AND DATA PROTECTION.** Without limiting its obligations under Section J, CLEAR shall comply with all applicable federal and state privacy laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the California Confidentiality of Medical Information Act (CMIA), and California's Data Breach Notification Law (Cal. Civ. Code § 1798.80 et seq.), in handling protected health information (PHI) and personally identifiable information (PII) (collectively, "Sensitive Data") related to services provided under this MOU. CLEAR is expressly prohibited from sharing any identifiable Sensitive Data with the City, except as required by law. All data provided to the City for reporting purposes shall be de-identified in accordance with HIPAA standards (45 CFR § 164.514(b). In the event CLEAR inadvertently shares identifiable Sensitive Data with the City, CLEAR shall promptly notify the City and, at its own expense, retrieve or destroy such data to ensure the City does not retain it. All client records generated under this MOU shall remain the property of CLEAR, subject to the City's right to access de-identified data. CLEAR shall ensure that its employees, agents, contractors, subcontractors, and any other persons or entities with access to Sensitive Data comply with the requirements of this Section and shall remain fully responsible for their compliance. CLEAR's obligations under this section shall survive the termination or expiration of this MOU.

Q. **ENTIRE AGREEMENT.** This MOU, including Exhibit A, constitutes the entire agreement between the parties and supersedes any previous oral or written agreements with respect to the subject matter hereof.

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

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

CLEAR RECOVERY CENTER LLC,
a California limited liability company

Signed by:
By: Matthew B Zubiller
7ECB646B0A94449...
Name: Matthew B Zubiller
Title: CEO
7/16/2026 | 9:35 AM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

INSURANCE REQUIREMENTS FOR CLEAR

Without limiting CLEAR's indemnification obligations under this MOU, CLEAR 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 CLEAR, 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.

Umbrella/Excess Liability Insurance providing coverage in excess of the underlying General Liability, Automobile Liability, and Employer's Liability policies.

Minimum Limits of Insurance

CLEAR shall maintain limits no less than:

General Liability: $5,000,000 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.

Umbrella/Excess Liability: $5,000,000 per occurrence and in the aggregate.

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 CLEAR 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 CLEAR. General liability coverage can be provided in the form of an endorsement to the CLEAR'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 CLEAR.

For any claims related to this project, the CLEAR'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 CLEAR's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the CLEAR'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

CLEAR 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

CLEAR 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

CLEAR 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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/02/2026

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Clear Recovery Center LLC 1983 W. 190th St. Suite 200 Torrance, CA 90504	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Illinois Union Insurance Company 27960 INSURER B : ACE Property & Casualty Insurance Company 20699 INSURER C : Service American Indemnity Company 39152 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W47127203 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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 [X] LOC [ ] OTHER:			SVRD37802839001	06/21/2026	06/21/2027	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 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CALH08614763001	06/21/2026	06/21/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			XOOG75148082001	06/21/2026	06/21/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SAACWC0070601	01/21/2026	01/21/2027	[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)

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
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

Patricia A Forney