

RESOLUTION NO. CC-2511-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE 2025 REPORT OF THE RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD AND LEVYING AN ASSESSMENT FOR CALENDAR YEAR 2026

WHEREAS, the Parking Business Improvement Area Law of 1989, California Streets and Highways Code Sections 36500 et seq. (the "Law"), authorizes the City Council to levy an assessment against businesses within a parking and business improvement area which is in addition to any assessments, fees, charges, or taxes imposed in the City.

WHEREAS, pursuant to the Law, the City Council adopted Ordinance No. 2922-03 establishing the Riviera Village Business Improvement District (the "District") in the City of Redondo Beach.

WHEREAS, the boundaries of the District include all territory described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, by previous resolution, pursuant to Section 36530 of the Law, the City Council appointed an Advisory Board and directed the Advisory Board to prepare a report in connection with the proposed levy of an assessment against businesses in the District for Calendar Year 2025.

WHEREAS, in accordance with Section 36533 of the Law, the Advisory Board prepared and filed with the City Clerk a report entitled "Riviera Village Business Improvement District Annual Report 2025" (the "Report"), and, by previous resolution, the City Council preliminarily approved such Report as filed.

WHEREAS, the City Council has adopted a Resolution of Intention, Resolution No. CC-2511-089 declaring its intention to levy and collect an assessment for Calendar Year 2026 (January 1, 2026 to December 31, 2026) against businesses in the District.

THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That following notice duly given pursuant to the Law, the City Council has held a full and fair hearing regarding the levy and collection of an assessment within the District for Calendar Year 2026. All interested persons were afforded the opportunity to hear and to be heard regarding protests and objections to the levy and collection of the assessment for Calendar Year 2026. The City Council finds that there was no majority protest within the meaning of the Law. All protests and

objections to the levy and collection of the assessment and any and all other protests and objections are hereby overruled by the City Council.

SECTION 2. That based upon its review of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, and other reports and information, the City Council hereby finds and determines that (i) the businesses in the District will be benefited by the expenditure of funds raised by the assessment, (ii) the District includes all of the businesses so benefited, and (iii) the net amount of the assessment levied within the District for the Calendar Year 2026 in accordance with the Report is apportioned by a formula and method which fairly distributes the net amount in proportion to the estimated benefits to be received by each such business.

SECTION 3. That the City Council hereby confirms the Report as originally filed.

SECTION 4. That the adoption of this Resolution constitutes the levy of an assessment for the Calendar Year 2026 (commencing January 1, 2026, and ending December 31, 2026). The assessment formula, including the method and basis of levying the assessment, is set forth in Exhibit "B" attached hereto and incorporated herein by reference. Nonprofit organizations with documentation of non-profit status shall not be subject to the assessment.

SECTION 5. That the City Council hereby declares that the proposed uses of the revenues derived from the assessments levied against businesses in the District are for the following:

The types of improvements to be funded by the levy of an assessment against businesses within the District are the acquisition, construction, installation or maintenance of any tangible property with an estimated useful life of five years or more.

The types of activities to be funded by the levy of an assessment against businesses within the District are the activities which benefit businesses located and operating in the District.

SECTION 6. That, pursuant to Section 6 of the 2003 Ordinance, the City may contract with a separate entity to administer the improvements and activities of the District described in Section 5 above. The City hereby approves the proposed contract with Riviera Village Association to administer the improvements and activities of the District, the form of which is attached as Exhibit "C" attached hereto and incorporated herein by reference. Any agency that holds funds in trust for purposes related to the contract shall, at no expense to the City, provide an annual independent audit report by a Certified Public Accountant of these funds. The audit may be funded from assessment proceeds as part of the general administration of the District. At all times the City shall reserve full rights of accounting of these funds.

SECTION 7. 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 November, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy A. Ford, City Attorney

Eleanor Manzano, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Beach, California, do hereby certify that Resolution No. CC-2511-089 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 November, 2025, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

Exhibit A

District Boundaries

The exterior boundaries of the Riviera Village Business Improvement District are all operating businesses within the area generally described as follows:

Beginning at the NW corner of Catalina Avenue and Palos Verdes Blvd and proceeding north to include both sides of Catalina Avenue up to and including the north side of Avenue I, proceeding east to South Elena Avenue, north on South Elena Avenue up to but not including the MJ Building (1611 South Elena Avenue) on the west side, south on South Elena Avenue from and including the service station located at 1630 South Elena Avenue to Catalina Avenue and north on Catalina Avenue back to Palos Verdes Boulevard. Businesses located at 102 Via Valencia, 104 Via Valencia and 245 Palos Verdes Boulevard are not included within the BID boundary, and specifically described as:

A BUSINESS IMPROVEMENT DISTRICT IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, THE BOUNDARIES OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 7, BLOCK 17, TRACT 2546, AS RECORDED IN MAP BOOK 26, PAGES 4 AND 5, IN SAID COUNTY RECORDER'S OFFICE, THENCE; WESTERLY, 141.15 FEET, ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 7 TO THE NORTHWESTERLY CORNER OF SAID LOT 7, THENCE; NORTHERLY, ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 7 AND LOT 6, SAID BLOCK 17, TO THE POINT OF INTERSECTION OF SAID WESTERLY PROPERTY LINE OF SAID LOT 6, AND THE EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF LOT 112, SAID BLOCK 17, THENCE; WESTERLY, ALONG SAID PROLONGATION OF THE NORTHERLY PROPERTY LINE OF SAID LOT 12, TO THE NORTHEASTERLY CORNER OF SAID LOT 12, THENCE; WESTERLY ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 12, LOTS 13 AND 14, SAID BLOCK 17, LOTS 2 AND 1, PARCEL MAP 8099, AS RECORDED IN PARCEL MAP BOOK 82, PAGE 38, IN SAID COUNTY RECORDER'S OFFICE, LOTS 17, 18, 19, 20, 21, 22, 23 AND 24, SAID BLOCK 17, TO THE NORTHWESTERLY CORNER OF SAID LOT 24, THENCE; SOUTHERLY, ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 24 TO THE POINT OF INTERSECTION OF SAID WESTERLY PROPERTY LINE OF SAID LOT 24 AND THE EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF LOT 25 SAID BLOCK 17, THENCE; WESTERLY, 150 FEET, ALONG SAID NORTHERLY PROPERTY LINE OF SAID LOT 25 TO THE NORTHWESTERLY CORNER OF SAID LOT 25, THENCE; NORTHWESTERLY, TO THE NORTHEASTERLY CORNER OF LOT 1, TRACT 32347, AS RECORDED IN MAP BOOK 1033, PAGES 21 THRU 24 INCLUSIVE, IN SAID COUNTY RECORDER'S OFFICE, THENCE; WESTERLY, 150.07 FEET, ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 1, SAID TRACT 32347, TO THE NORTHWESTERLY CORNER OF SAID LOT 1, SAID TRACT 32347, THENCE SOUTHERLY, 135.03 FEET, ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 1, SAID TRACT 32347, TO THE SOUTHWESTERLY CORNER OF SAID LOT 1, SAID TRACT 32347, THENCE; SOUTHERLY, TO A POINT ON THE WESTERLY PROPERTY LINE OF LOT 3, BLOCK "A", TRACT 10303, AS RECORDED IN MAP BOOK 152, PAGES 34 THRU

37 INCLUSIVE, IN SAID COUNTY RECORDER'S OFFICE, SAID POINT BEING 100.08 FEET NORTHERLY, ALONG SAID WESTERLY PROPERTY LINE OF SAID LOT 3, SAID BLOCK "A", FROM THE SOUTHWESTERLY CORNER OF SAID LOT 3, SAID BLOCK "A", THENCE; SOUTHERLY, RESOLUTION NO. CC-2312-128 A RESOLUTION DECLARING ITS INTENTION TO LEVY AN ASSESSMENT FOR CALENDAR YEAR 2026 PAGE NO. 6 100.08 FEET FROM SAID POINT TO THE SOUTHWESTERLY CORNER OF SAID LOT 3, SAID BLOCK "A", THENCE; EASTERLY, 11 5.60 FEET, ALONG THE PROPERTY LINE OF LOTS 3, 2 AND 1, SAID BLOCK "A", TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID BLOCK "A", THENCE; SOUTHERLY, 20.14 FEET, TO THE NORTHWESTERLY CORNER OF LOT 2, TRACT 11920, AS RECORDED IN MAP BOOK 256, PAGES 21 AND 22, IN SAID COUNTY RECORDER'S OFFICE, THENCE; SOUTHERLY, 637.63 FEET, ALONG THE WESTERLY PROPERTY LINE OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12, SAID TRACT 11920, TO THE SOUTHWESTERLY CORNER OF SAID LOT 12, SAID TRACT 11920, THENCE; SOUTHERLY, TO THE NORTHWESTERLY CORNER OF LOT 1, BLOCK "I" SAID TRACT 10303, THENCE, S 26°26'10"E, 590.00 FEET, ALONG THE WESTERLY PROPERTY LINE OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19, SAID BLOCK "I", TO THE POINT OF INTERSECTIOIN OF THE SOUTHEASTERLY PROLONGATION OF THE WESTERLY PROPERTY LINE OF SAID LOT 19, SAID BLOCK "I" AND THE NORTHERLY PROPERTY LINE OF LOT 20, SAID BLOCK "I", THENCE, S 63°33'50" W, 20 FEET FROM SAID POINT OF INTERSECTION ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", THENCE; S 31°22'28" W, 28.16 FEET, ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", THENCE; SOUTHEASTERLY, ALONG THE SOUTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", AND THE SOUTHERLY BOUNDARY LINE OF THE CITY OF REDONDO BEACH, SAID TRACT 10303, THENCE; NORTHEASTERLY ALONG SAID BOUNDARY LINE TO THE POINT OF INTERSECTION OF SAID BOUIVDARY LINE AND THE SOUTHEASTERLY PROLONGATION OF SOUTHWESTERLY PROPERTY LINE OF LOT 20, BLOCK "B", SAID TRACT 10300, THENCE; NORTHWESTERLY ALONG SAID SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "B" TO THE NORTHWESTERLY CORNER OF SAID LOT 20, SAID BLOCK "B", THENCE; S 40°18'16" W, ALONG THE NORTHWESTERLY PROPERTY LINE OF LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, AND 36, SAID BLOCK "B" TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF SAID NORTHWESTERLY PROPERTY LINE OF SAID LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 AND 36, SAID BLOCK "B", AND THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY PROPERTY LINE OF LOT 2 SAID BLOCK "B", THENCE; NORTHWESTERLY ALONG SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 2, SAID BLOCK "B", 65 FEET, THENCE; N 36°41'13" E, 139.65 FEET, TO A POINT ON THE SOUTHWESTERLY PROPERTY LINE OF LOT 19, BLOCK "A", SAID TRACT 10300, THENCE; SOUTHEASTERLY ALONG SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 19, SAID BLOCK "A" TO THE SOUTHERLY BOUNDARY LINE OF THE CITY OF REDONDO BEACH, THENCE NORTHEASTERLY ALONG SAID BOUNDARY LINE TO THE POINT OF INTERSECTION OF SAID BOUNDARY LINE AND THE WESTERLY BOUNDARY LINE OF

PACIFIC COAST HIGHWAY, SAID WESTERLY BOUNDARY LINE OF PACIFIC COAST HIGHWAY BEING A CURVE CONCAVE TO THE NORTHEAST, CONCENTRIC WITH AND HAVING A RADIUS 100 FEET LONGER THAN THE SOUTHWESTERLY BOUNDARY LINE OF BLOCK 4, TRACT 12836, AS RECORDED IN MAP BOOK 254, PAGES 25 THRU 28 INCLUSIVE, IN SAID COUNTY RECORDER'S OFFICE, THENCE; NORTHWESTERLY, ALONG SAID WESTERLY BOUNDARY LINE OF PACIFIC COAST HIGHWAY, TO THE POINT OF INTERSECTION OF SAID WESTERLY BOUNDARY LINE OF PACIFIC COAST HIGHWAY AND THE EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF SAID LOT 7, SAID BLOCK 17, THENCE; WESTERLY, ALONG SAID EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF SAID RESOLUTION NO. CC-2312-128 A RESOLUTION DECLARING ITS INTENTION TO LEVY AN ASSESSMENT FOR CALENDAR YEAR 2026 PAGE NO. 7 LOT 7, SAID BLOCK 1710 THE POINT OF BEGINNING.

Exhibit B
Assessment of Formula
(Method and Basis of Assessment)

The proposed assessment, Ordinance No. 3284-24 was approved by Council on 11/12/2024 is as follows: The proposed method and basis of levying the assessment for funding the improvements and activities of the Riviera Village Business Improvement District shall be that all license holders (with the exception of non-profit organizations who elect not to participate in the BID) will annually be assessed a base of \$125 plus a fee of \$34 per employee per year to a maximum assessment of \$1,400 per year. Those licensees who are property owners and are assessed on their business license fees on a per unit basis shall pay BID assessments of \$125 plus \$34 per rental unit per year with a maximum assessment of \$1,400 per year. For purposes of this assessment the number of employees will be that reported on City Business Licenses.

EXHIBIT C

PROPOSED CONTRACT BETWEEN THE CITY OF REDONDO BEACH AND THE RIVIERA VILLAGE ASSOCIATION

AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND RIVIERA VILLAGE ASSOCIATION

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Riviera Village Association, a California non-profit corporation (hereinafter "Contractor" or "Consultant").

- A. The City Council of the City of Redondo Beach ("City Council") established a Business Improvement District known as the Riviera Village Business Improvement District (hereinafter "District") a public entity formed under the 1989 Business Improvement District Act, pursuant to Section 36500 et seq. of the California Streets and Highway Code (hereinafter "Act"), by and through the adoption of Ordinance 2922-03 (Attachment #1) on December 2, 2003. Said Ordinance authorized the levy of a special assessment to support Contractor's operations.
- B. The City Council by previous resolution appointed the Riviera Village Business Improvement District Advisory Board (hereinafter "Advisory Board") and directed the Advisory Board to prepare a report in connection with the establishment of Contractor and the proposed levy of an assessment against businesses within the District.
- C. On November 18, 2025 the City Council adopted Resolution No. CC-XXXX-XXX confirming the report of the Advisory Board, finding that there was no majority protest and providing for the levy of an assessment for the 2026 calendar year.
- D. Pursuant to the aforementioned Ordinance and enabling law, assessments have been levied upon the various businesses located within the District.
- E. Said assessments are collected by the City as prescribed by Ordinance 2922-03 and as amended by Ordinance 3284-24 and shall be used only for the benefit of Contractor.
- F. The services, as identified in the Report of the Advisory Board are to be funded through the assessment levied on businesses within the District.

- G. It has been determined that the public necessity and convenience is best served through a contractual arrangement between Contractor and the City.

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 in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the

direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, 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, and approved by City Council.
8. Reserved.
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 by City, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) all necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to

have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements set forth in Exhibit "D" that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement,

including without limitation all environmental laws, employment laws, and non-discrimination laws.

- a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.
 - b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written instrument executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Federal Funding. In the event any portion of the consideration to be paid to Contractor shall be derived from federal sources, Contractor shall comply with all federal nondiscrimination regulations, which are herein incorporated by reference and made a part of this Contract.
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 18th day of November, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

RIVIERA VILLAGE ASSOCIATION,
a California nonprofit corporation

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION / SCOPE OF SERVICES

- A. **PROJECT DESCRIPTION.** Contractor or its agent shall render professional services in accordance with the Report of the Advisory Board and shall provide work program coordination consisting of program development and implementation, program administration, and financial reports for the Riviera Village Business Improvement District.
- B. **CONTRACTOR'S SERVICES.** Contractor shall submit program plans and reports City, which shall include the following documents.
1. Proposed Program Report
A program plan detailing services to be provided and operational/program budgets for each calendar year. Contractor shall outline the District's plans, goals and budgets for the ensuing calendar year in a report and submit that report up to ninety (90) days prior to each calendar year. Contractor shall include all documentation as required by Section 36533 of the Act, as well as all other pertinent provisions of the Act in the report.
 2. Quarterly Reports
Contractor shall provide the City with updated quarterly reports outlining revenue and expenditures for the quarter and submit these reports for review to the Advisory Board.
 3. End of Year Report
By December 31, 2026, Contractor shall submit to the City a complete end-of-year report, which includes the following information.
 - a. A full disclosure financial statement including supporting documentation of all revenues and expenditures covering the period from January 1, 2026 to December 31, 2026.
 - b. Statements by the Advisory Board Chairperson and Contractor's President certifying that staff time expended and payment requested was for services performed in accordance with the provisions of this Agreement.

Contractor shall administer the entire program in a fiscally responsible and prudent manner, within the parameters of the work program and budget approved by the City Council as part of the Report of the Advisory Board. Contractor and the Advisory Board shall pay for any contracted support services as required and any direct or related out-of-pocket expenses as may be necessary for the timely completion of work. In no event shall the obligations

or expenditures for items not budgeted in the Report be paid through assessments collected by the District. Contractor shall pay those costs out of its own funds.

For calendar year 2026, the program elements, as identified in the Annual Report of the Advisory Board, has been approved by a resolution of the City Council.

C. CITY'S SERVICES. City will perform the following duties.

1. City will collect assessments, using reasonable efforts for the collection of delinquent assessments. City will authorize the disbursement of funds collected by the City to the Contractor.
2. City will review the Contractor's and Advisory Board's work plan, quarterly progress reports and end-of year-report.
3. City will continue to provide traditional and reasonable basic municipal services within the District boundaries. If feasible, the City will provide services that are similar to those provided before the District's formation.
4. City understands and agrees that projects, improvements and activities undertaken by the District are intended to be above and beyond basic City services.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

The term of this Agreement shall commence January 1, 2026 and expire December 31, 2026 ("Term"), unless otherwise terminated as provided herein.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- A. **AMOUNT.** Contractor's compensation for services to the District under this Agreement shall be paid as provided in the Annual Report from available District assessment funds. Following the execution of this Agreement, City shall disburse any District assessment funds currently held, including but not limited to, the amount of the first quarter levy collected from the first quarter mailing of the annual assessment to the District. Thereafter, the City will disburse funds quarterly following receipt of each quarter's annual levy. Generally, disbursement dates will be on or about February 1, May 1, August 1, and November 1.
- B. **METHOD OF PAYMENT.** Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** Contractor shall only be compensated for work performed under this Agreement out of available District funds; provided that no payment shall exceed the amount shown in the Annual Report for the related operational program, project or service.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor. Riviera Village Association
1799 S. Catalina Avenue, Unit RVA
Redondo Beach, CA 90277
Attn: Allen Sanford, Board President

City. City of Redondo Beach
Waterfront and Economic Development Department
415 Diamond Street
Redondo Beach, CA 90277

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified

statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.