

**CITY OF REDONDO BEACH  
CITY COUNCIL AGENDA  
Tuesday, March 10, 2026**

**415 DIAMOND STREET, REDONDO BEACH**

**CITY COUNCIL CHAMBER**

**THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBER. MEMBERS OF THE PUBLIC MAY PARTICIPATE IN-PERSON, BY ZOOM, eCOMMENT OR EMAIL.**

**4:30 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](http://www.Redondo.org/rbtv).

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:

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

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

TO WATCH MEETING LIVE ON YOUTUBE:

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

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

Register in advance for this meeting:

[https://redondo.zoomgov.com/webinar/register/WN\\_t8jPPUm6RbCHd-6sH6nE3A](https://redondo.zoomgov.com/webinar/register/WN_t8jPPUm6RbCHd-6sH6nE3A)

After registering, you will receive a confirmation email containing information about joining the meeting.

If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press \*6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON THE WEBSITE AGENDA PAGE:

<https://redondo.granicusideas.com/meetings>

- 1) Public comments can be entered before and during the meeting.
- 2) Select a SPECIFIC AGENDA ITEM to enter your comment;
- 3) Public will be prompted to Sign-Up to create a free personal account (one-time) and then comments may be added to each Agenda item of interest.
- 4) Public comments entered into eComment (up to 2200 characters; equal to approximately 3 minutes of oral comments) will become part of the official meeting record.

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

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

- A. CALL MEETING TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO FLAG AND INVOCATION**
- D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

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

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

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

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

[One potential case](#)

- 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](#)

[Katherine Buck, Acting Waterfront & Economic Development Director](#)

[Jon Goetz, Redwood Public Law](#)

[PROPERTY:](#)

[230 Portofino Way, Redondo Beach, CA 90277](#)

[\(a portion of APN: 7503-029-903\)](#)

[NEGOTIATING PARTIES:](#)

[John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation](#)

[UNDER NEGOTIATION:](#)

[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

Katherine Buck, Acting Waterfront & Economic Development Director

Jon Goetz, Redwood Public Law

PROPERTY:

110-151 Fisherman's Wharf, Redondo Beach, CA 90277

(a portion of APN: 7505-002-934)

NEGOTIATING PARTIES:

James Kwon, HK Pacific, LLC

UNDER NEGOTIATION:

Lease Status 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, Community Services Director

Katherine Buck, Acting Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot

(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:

Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:

Price and Terms

**G. RECONVENE TO OPEN SESSION**

**H. ROLL CALL**

**I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

**J. ADJOURN TO REGULAR MEETING**

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

**A. CALL TO ORDER**

**B. ROLL CALL**

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

- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/  
AB 1234 TRAVEL EXPENSE REPORTS**
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- 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 MARCH 10, 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 AN AGREEMENT WITH VORTEX INDUSTRIES, LLC FOR THE PURCHASE AND INSTALLATION OF A GARAGE DOOR AT THE TRANSIT OPERATIONS AND MAINTENANCE BUILDING IN AN AMOUNT NOT TO EXCEED \\$22,560.31 FOR THE TERM MARCH 11, 2026 TO MARCH 10, 2027](#)**

**[CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR](#)**

**CONTACT:** STEPHANIE MEYER, FINANCE DIRECTOR

**H.5. [APPROVE AN AGREEMENT WITH AMERICAN GUARD SERVICES, INC. FOR REDONDO BEACH TRANSIT CENTER SECURITY SERVICES FOR AN AMOUNT NOT TO EXCEED \\$212,331 AND THE TERM JANUARY 29, 2026 THROUGH JANUARY 29, 2028](#)**

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

**H.6.** [APPROVE A SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES WITH LEWIS STANLEY, INC., DBA MINUTEMAN PRESS REDONDO BEACH, TO EXTEND THE TERM THROUGH SEPTEMBER 19, 2027 AND INCREASE THE NOT TO EXCEED AMOUNT FROM \\$64,999 TO \\$124,999](#)

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

**H.7.** [APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE CODE, SUBMITTED BY BIH, LLC FOR THE HOLI AT THE BEACH EVENT TO BE HELD AT THE SEASIDE LAGOON ON MARCH 14, 2026](#)

**CONTACT:** STEPHANE MEYER, FINANCE DIRECTOR

**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. Written requests, if any, will be considered first under this section.*

**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 REGARDING JOINING THE SOUTH BAY REGIONAL HOUSING TRUST AND SELECTING A CITY REPRESENTATIVE TO SERVE ON THE SOUTH BAY REGIONAL HOUSING TRUST BOARD OF DIRECTORS](#)

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

**N.2.** [DISCUSSION AND POSSIBLE ACTION REGARDING AN ANALYSIS OF BEACH CITIES TRANSIT YOUTH RIDERSHIP AND PLANNED IMPROVEMENTS](#)

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

**N.3.** [DISCUSSION AND POSSIBLE ACTION ON THE PLANNING COMMISSION'S RECOMMENDATIONS TO THE CITY COUNCIL ON THE DRAFT ZONING AMENDMENTS PROPOSED FOR ARTESIA AND AVIATION BOULEVARDS IN ASSOCIATION WITH THE GENERAL PLAN-LAND USE ELEMENT UPDATE](#)

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

**O. CITY MANAGER ITEMS**

**P. MAYOR AND COUNCIL ITEMS**

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

**R. RECESS TO CLOSED SESSION**

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

One potential case

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Katherine Buck, Acting Waterfront & Economic Development Director

Jon Goetz, Redwood Public Law

PROPERTY:

230 Portofino Way, Redondo Beach, CA 90277

(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:

John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:

Terms

- 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

Katherine Buck, Acting Waterfront & Economic Development Director

Jon Goetz, Redwood Public Law

PROPERTY:

110-151 Fisherman's Wharf, Redondo Beach, CA 90277

(a portion of APN: 7505-002-934)

NEGOTIATING PARTIES:

James Kwon, HK Pacific, LLC

UNDER NEGOTIATION:

Lease Status 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, Community Services Director

Katherine Buck, Acting Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot

(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:

Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:

Price and Terms

**S. RECONVENE TO OPEN SESSION**

**T. ADJOURNMENT**

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, March 17, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



# Administrative Report

---

F.1., File # 26-0302

Meeting Date: 3/10/2026

---

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

One potential case



# Administrative Report

---

F.2., File # 26-0308

Meeting Date: 3/10/2026

---

## **TITLE**

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

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager  
Katherine Buck, Acting Waterfront & Economic Development Director  
Jon Goetz, Redwood Public Law

## **PROPERTY:**

230 Portofino Way, Redondo Beach, CA 90277  
(a portion of APN: 7503-029-903)

## **NEGOTIATING PARTIES:**

John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

## **UNDER NEGOTIATION:**

Terms



# Administrative Report

---

F.3., File # 26-0309

Meeting Date: 3/10/2026

---

## **TITLE**

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

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager  
Katherine Buck, Acting Waterfront & Economic Development Director  
Jon Goetz, Redwood Public Law

## **PROPERTY:**

110-151 Fisherman's Wharf, Redondo Beach, CA 90277  
(a portion of APN: 7505-002-934)

## **NEGOTIATING PARTIES:**

James Kwon, HK Pacific, LLC

## **UNDER NEGOTIATION:**

Lease Status and Terms



# Administrative Report

---

F.4., File # 26-0312

Meeting Date: 3/10/2026

---

## **TITLE**

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

## AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

Katherine Buck, Acting Waterfront & Economic Development Director

## PROPERTY:

Portions of the Redondo Beach Marina Parking Lot

(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of King Harbor turn basin and hand launch

## NEGOTIATING PARTIES:

Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

## UNDER NEGOTIATION:

Price and Terms



# Administrative Report

---

G.1., File # 26-0303

Meeting Date: 3/10/2026

---

**TITLE**

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





# Administrative Report

---

H.2., File # 26-0280

Meeting Date: 3/10/2026

---

**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 # 26-0248

Meeting Date: 3/10/2026

---

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

**TITLE**

APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

**EXECUTIVE SUMMARY**

Approval of Council Minutes

**APPROVED BY:**

*Eleanor Manzano, City Clerk*



# Administrative Report

---

H.4., File # 26-0270

Meeting Date: 3/10/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** STEPHANIE MEYER, FINANCE DIRECTOR

**TITLE**

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AGREEMENT WITH VORTEX INDUSTRIES, LLC FOR THE PURCHASE AND INSTALLATION OF A GARAGE DOOR AT THE TRANSIT OPERATIONS AND MAINTENANCE BUILDING IN AN AMOUNT NOT TO EXCEED \$22,560.31 FOR THE TERM MARCH 11, 2026 TO MARCH 10, 2027

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

**EXECUTIVE SUMMARY**

Approve Contracts Under \$35,000

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt, Signature & Insurance - Vortex Industries, LLC

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND VORTEX INDUSTRIES, LLC**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Vortex Industries, LLC, a California limited liability company ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this

Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which

such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this

Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

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

pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *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. Contractor warrants that all materials and workmanship provided under this Agreement shall be new (unless otherwise specified), free from defects, and performed in accordance with this Agreement and generally accepted industry standards.
  - a. Applicable Period. Contractor further warrants that the Work shall remain free from defects in materials and workmanship for a period of five (5) years from the date of final acceptance by the City.
  - b. Correction of Defective Work. If within the warranty period, the Work is determined by the City to be defective, Contractor shall, upon written notice and at Contractor's sole cost and expense, promptly repair, correct, or

replace the defective Work. This obligation includes all labor, materials, removal, reinstallation, transportation, and incidental costs necessary to fully remedy the defect. If Contractor fails to timely perform such corrective work, the City may do so and Contractor shall reimburse the City for all reasonable costs incurred.

- c. Exclusions. This warranty does not apply to damage resulting from:
  - i. abuse or misuse by the City or third parties; or
  - ii. alterations performed by others without Contractor's written approval.

These exclusions shall not apply to the extent the damage or defect was caused or contributed to by Contractor's acts, errors, omissions, defective workmanship, or use of nonconforming materials. Contractor bears the burden of proving that an exclusion applies.

- d. Nothing in this Section 33 shall limit Contractor's obligation to correct or replace defective work or Contractor's indemnity obligations under Section 14.
- e. The warranty set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed through third-party manufacturer warranties.

- 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 10<sup>th</sup> day of March, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

VORTEX INDUSTRIES, LLC,  
LLC, a California limited liability company

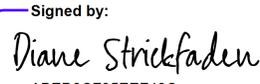
\_\_\_\_\_  
James A. Light, Mayor

Signed by:  
  
By: \_\_\_\_\_  
Name: Lauren Quirk  
Title: Contracts Administrator  
2/25/2026 | 1:17 PM PST

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

Signed by:  
  
\_\_\_\_\_  
Diane Strickfaden, Risk Manager  
3/4/2026 | 11:56 AM PST

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

1. The Contractor shall furnish, deliver, and install one (1) new Industrial Duty Rolling Steel Door in the existing opening at the Transit Operations and Maintenance Building located at 1519 Kingsdale Avenue, Redondo Beach, CA 90278.

The door shall include the following:

- a. Galvanized steel flat slats with endlocks to maintain alignment
  - b. Finished with prime coats of baked on polyester paint
  - c. Door designed for up to 90 mile per hour winds
  - d. Oil tempered counterbalance springs properly sized and adjusted to ensure smooth, balanced operation of the door and to reduce manual operating force in accordance with manufacturer's specifications.
  - e. New heavy duty guides for durability and security
  - f. New heavy duty bottom rail with weather strip
  - g. Hand chain hoist for easy operation
  - h. Standard chain locking mechanism
  - i. Hood/dust cover to conceal the door coil
2. The Contractor shall adjust tension and alignment of the door in the opening, lubricate all points of friction, and perform a quality assurance and safety check to ensure proper operation of the complete door system.
  3. The Contractor shall remove and dispose of damaged materials associated with the existing door.
  4. Contractor shall perform work during City designated hours.

## **EXHIBIT "B"**

### **TERM AND TIME OF COMPLETION**

**TERM.** This Agreement shall commence on March 11, 2026 and shall continue until March 10, 2027, unless otherwise terminated as herein provided.

**EXHIBIT "C"**  
**COMPENSATION**

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

1. **AMOUNT.** Contractor shall be paid a lump sum amount of \$18,048.25 for full performance of the services described in Exhibit "A", inclusive of applicable taxes.
2. **NOT TO EXCEED AMOUNT.** In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit "A", including but not limited to, concealed structural damage to the existing door opening or frame not reasonably visible upon site inspection, authorized by written change order pursuant to General Provisions Section 7 of the Agreement, the Contractor/Consultant shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Engineer, the Contractor/Consultant may utilize up to 25% of the total project cost, in contingency funds to perform such additional work. Any such use of contingency funds shall not increase the total compensation payable to Contractor/Consultant beyond \$22,560.31 during the term of this Agreement.
3. **METHOD OF PAYMENT.** Contractor shall provide one invoice to City for approval and payment. Each invoice shall indicate the dates of service, description of services performed, location of the service, labor cost, description of parts or hardware, quantity, unit cost, corresponding amount, the total amount, and if applicable, the cost of City preapproved subcontractors plus markup, and any reimbursable expenses. The invoice must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
4. **SCHEDULE FOR PAYMENT.** The City agrees the full balance within 45 days of City's receipt of the invoice; provided the work has been completed to the City's reasonable satisfaction.
5. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Vortex Industries, LLC  
20 Odyssey  
Irvine, CA 92618  
Attention: Lauren Quirk

City: City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Paige Meyer

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 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 shall 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 in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2050 Main Street Suite 1250 Irvine CA 92614  License#: 0D69293	<b>CONTACT NAME:</b> Arthur J. Gallagher & Company <b>PHONE (A/C No. Ext):</b> 949-349-9800 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 818-539-2301													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Old Republic Insurance Company	24147														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**INSURED**  
 Nexus Holding, LLC; Vortex Industries, LLC  
 Vortex Colorado, LLC; Vortex Doors, LLC;  
 American Door and Dock, LLC  
 20 Odyssey  
 Irvine CA 92618

**COVERAGES**

CERTIFICATE NUMBER: 1574196106

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MWZY31664525	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Ultimate Gen Agg \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB31664625	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31664425	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder is included as additional insured/primary non-contributory applies on the General liability policy, per the attached forms CG20101219, CG20371219 and CG20011219.  
 RE: Customer # 454147  
 Certificate Holder(s) Continued: The City of Redondo Beach, its officers, elected and appointed officials, employees, volunteers, and contractors

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
 415 Diamond St  
 Redondo Beach, CA 90277

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons and organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons and organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.



# Administrative Report

---

H.5., File # 26-0300

Meeting Date: 3/10/2026

---

**To: MAYOR AND CITY COUNCIL**

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

## **TITLE**

APPROVE AN AGREEMENT WITH AMERICAN GUARD SERVICES, INC. FOR REDONDO BEACH TRANSIT CENTER SECURITY SERVICES FOR AN AMOUNT NOT TO EXCEED \$212,331 AND THE TERM JANUARY 29, 2026 THROUGH JANUARY 29, 2028

## **EXECUTIVE SUMMARY**

American Guard Services (AGS) is the City's current provider of security services at the Redondo Beach Transit Center (RBTC). AGS has performed well for the City for the past three years and staff recommends approval of a new two-year agreement with AGS to continue providing safety, security, and rider support services at the RBTC.

## **BACKGROUND**

The City entered into an agreement with AGS for RBTC security services beginning January 29, 2023. The City's primary goal for RBTC security services is to ensure the safety of passengers, vehicles, and facilities while supporting a welcoming and well-managed transit environment. Transit center amenities include 12 bus bays, a passenger waiting area, a ticket vending machine, a driver operator lounge, security office, public and private restrooms, and bicycle storage facilities. The facility also includes a public parking lot with 320 parking spaces and a drop-off "kiss-and-ride" lot with 12 parking spaces.

Under the current Agreement, AGS provides on-site personnel to perform non-armed security services to ensure the safety of passengers, vehicles, and facilities on RBTC property. Security services are provided daily between the hours of 6:00 a.m. and 12:30 a.m. In addition to maintaining a visible security presence, personnel serve as Transit Ambassadors, assisting patrons as they navigate the RBTC by providing general customer service and support. This dual role enhances both safety and the overall rider experience by promoting a secure and welcoming environment.

The proposed Agreement with AGS would allow for continuity of services at the RBTC for an additional two-year term, expiring on January 29, 2028. Total compensation for the two-year term would not exceed \$212,331.33. AGS' performance has been satisfactory and staff is confident that it can continue to provide these critical services.

Staff recommends the City Council approve the proposed two-year agreement with AGS for security and rider support at the RBTC.

**COORDINATION**

Development of the proposed Agreement was coordinated between the City Attorney's Office and the Community Services Department. The City Attorney's Office approved the Agreement as to form.

**FISCAL IMPACT**

The City's transit programs and services are funded by dedicated transportation funding under the Municipal Transit Operator Formula Allocation Procedure (FAP) and Local Return Transportation Proposition A funds. There are sufficient funds in the Transit Fund to support this Agreement. Transit programs receive no financial support from the General Fund.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - American Guard Services, Inc.
- Insurance - American Guard Services, Inc.

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND AMERICAN GUARD SERVICES, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and American Guard Services, Inc., a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this

Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which

such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this

Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

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

pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *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 10<sup>th</sup> day of March, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

AMERICAN GUARD SERVICES, INC.  
a California corporation

\_\_\_\_\_  
James A. Light, Mayor

DocuSigned by:  
*Gerald Gregory*  
EBE33EB5D792467...  
By: \_\_\_\_\_  
Name: Gerald Gregory  
Title: Executive VP  
3/4/2026 | 6:29 PM EST

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### A. GOVERNING SCOPE

1. Scope Documents. Contractor shall perform the security services and duties expressly described in: (a) this Agreement, including this Exhibit "A"; and (b) the City's Request for Proposals issued June 3, 2021 ("RFP"), which is incorporated herein by reference (collectively, the "Scope Documents"). For avoidance of doubt, the RFP is attached and incorporated in the Agreement for Project Services Between the City of Redondo Beach and American Guard Services, Inc. dated December 21, 2021.
2. No Federal Grant Funding/Inapplicable RFP Provisions. Contractor acknowledges and agrees that the City is not using federal grant funds to pay for the services under this Agreement. Accordingly, any provisions in the RFP that are expressly and solely applicable to contracts funded by federal grants, including federal grant flow-down clauses, federal grant administrative requirements, federal grant-specific reporting, federal grant certifications, or other federal funding conditions, shall be inapplicable to this Agreement and shall not be construed to impose obligations on the City or Contractor by virtue of federal funding, unless independently required by applicable law.
3. No Implied Additional Duties. Contractor shall perform only the services expressly described in the Scope Documents. No additional duties shall be implied from general descriptions, industry practice, or proposal language beyond the Scope Documents.

#### B. GENERAL REQUIREMENTS

1. Contractor shall provide security services in accordance with the Scope Documents and shall implement the tasks and requirements described therein as affirmative duties under this Agreement.
2. Contractor shall furnish the labor, supervision, resources, materials, equipment, training, and supplies to perform the security services described in the Scope Documents. Contractor shall provide such services at the highest caliber, as determined by the City, in its sole discretion.
3. Contractor shall coordinate activities and serve as liaison, to perform the services, with the City Transit Division, local transit operator field staff, the Redondo Beach Police Department ("RBPD"), the Redondo Beach Fire Department ("Rbfd"), and other related public safety and fire agencies.

4. Contractor shall comply with applicable OSHA requirements and City safety standards while performing services on City property. In addition, Contractor shall comply with applicable public health laws and regulations, including without limitation Centers for Disease Control, State and County Department of Health guidelines, and local requirements relating to communicable disease protocols.
5. Contractor shall maintain adequate staffing and reserve staffing to provide security guard services 365 days per year in accordance with this Exhibit "A."
6. Contractor shall patrol the bus bays, property perimeter, pedestrian areas, parking lot, kiss-and-ride lot, bicycle facilities, and restrooms to minimize trespassing, vandalism, and exposure to liability; shall manage lost and found property; and shall perform any other related services as determined by the City Transit Manager or designee ("City Project Manager").
7. Contractor's security personnel may use the closed-circuit television ("CCTV") video feed as an additional monitoring resource to view RBTC activities and monitor the property from the CCTV feed. If Contractor uses the CCTV footage, Contractor shall ensure that incidents observed via CCTV are reported to the City Project Manager and to RBPD as appropriate.

**C. TRANSIT PROPERTY OPERATIONS**

1. Location. Contractor shall provide the services at the:  
  
Redondo Beach Transit Center ("RBTC")  
1521 Kingsdale Avenue  
Redondo Beach, CA 90278
2. Hours of Operation. Contractor shall provide security services during RBTC operating hours, which are daily from 6:00 a.m. to 12:30 a.m.
3. Staffing and Shift Coverage
  - a. Contractor shall staff security personnel on-site daily from 6:00 a.m. to 12:30 a.m.
  - b. Contractor shall ensure each shift is staffed throughout the duration of the shift, including providing relief coverage for meal and rest breaks as required by California law.

- c. Contractor shall provide staffing consistent with the following schedule (or functionally equivalent coverage meeting the same on-site coverage requirements):
  - i. First shift: 6:00 a.m. to 3:00 p.m., including a scheduled unpaid one-hour meal break.
  - ii. Second shift: 3:00 p.m. to 12:30 a.m., including a scheduled unpaid one-hour meal break.
  - iii. Meal break coverage: Contractor shall provide break/lunch coverage sufficient to cover the one-hour meal breaks for each shift, including coverage by a trained supervisor/relief officer as described in the Scope Documents.
  - iv. Rest breaks: Contractor shall provide paid ten minute rest breaks, with the security officer remaining on on-site and available to respond to incidents.

4. Annual Service Hours

Contractor acknowledges the annual service hours are 6,752.5 hours, allocated as follows:

	<b>Weekday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Total Annual Hours</b>
<b>Daily</b>	18.5 hours	18.5 hours	18.5 hours	
<b>Annual</b>	4,717.5 hours	1,017.5 hours	1,017.5 hours	6,752.5 hours

- 5. Holidays. Contractor shall provide security services on all City-designated holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**D. CONTRACTOR RESPONSIBILITIES**

1. Transition and Start-Up Plan

- a. Contractor acknowledges, represents, and warrants that the Transition and Start-Up Plan under the RFP was previously submitted and approved. Contractor shall maintain such plan in effect and shall update the plan upon written request of the City.

- b. Contractor shall ensure its Transition and Start-Up Plan shall describe procedures to ensure a smooth transition and start-up of services and shall address, at minimum: staff recruitment and training, implementation steps, acquisition of necessary equipment, permits and licenses, and other activities required to support the project.
- c. Contractor shall identify start-up issues requiring attention and shall describe the plan for addressing those issues to ensure continuous, reliable, safe, and courteous security services beginning on the Commencement Date.
- d. Contractor shall provide a Transition and Start-Up Schedule in Microsoft Excel format with specific chronology, calendar dates, timelines, and milestones identifying key implementation events.

## 2. Staffing Plan

- a. Contractor acknowledges, represents, and warrants that the that the Staffing Plan required under the RFP has been previously submitted. Contractor shall maintain staffing consistent with the approved plan and shall provide updated staffing information upon written request of the City or upon material personnel changes. As required under the RFP, the Staffing Plan, at a minimum, shall name the Project Manager, Key Personnel, Security Supervisors/Administrators, and Security Ambassadors; and include the name, classification, and hours for all proposed personnel assigned to this Contract.
- b. Contractor shall maintain an organizational chart depicting the structure of the regional and local servicing office with all including contact information including email addresses, phone numbers and other communication for key personnel.
- c. Contractor shall verify qualifications for all assigned personnel as required by the Scope Documents, which shall include:
  - i. California guard card or security certification;
  - ii. High school diploma or equivalency certificate;
  - iii. Current First Aid certification card;
  - iv. Calid CPR certification card;
  - v. Resume; and
  - vi. Other specified documentation.

- d. Contractor shall submit evidence of security background and pre-employment screening (including drug testing and employment physical) to the City upon execution of this Agreement.
  - e. Project Manager. Contractor shall assign Joseph Lopez as its Project Manager. If Joseph Lopez is unavailable, Contractor shall assign a replacement Project Manager with substantially equivalent qualifications and experience. Contractor shall ensure its Project Manager perform, at minimum, the following duties:
    - i. Ensure quality control;
    - ii. Ensure staffing procedures meet coverage targets;
    - iii. Provide technical, logistical, and technology support to operations;
    - iv. Connect operations and management needs to appropriate personnel; and
    - v. Ensure overall professionalism of the security officer force.
  - f. Contractor shall maintain an Employee Training Program previously submitted pursuant to the RFP and shall update the program annually or upon written request of the City.
  - g. Contractor shall include, at minimum:
    - i. Training for the Drug and Alcohol Program manager;
    - ii. Safety and security training, including annual refresher training;
    - iii. Customer service and sensitivity training, including annual refresher training; and
    - iv. A training schedule stating the number of hours of initial training and retraining for security personnel.
3. Other Staff Requirements
- a. Contractor shall make available to the City verification of on-site personnel whereabouts through an RFID/GPS tracking system as described in the Scope Documents.

- b. Contractor shall conduct on-site post inspections at RBTC by a Contractor supervisor on a regular basis.
- c. Contractor shall respond to City Project Manager telephone calls and emails within a reasonable time, and shall respond to emergency telephone calls from the City Project Manager immediately.
- d. Contractor shall maintain sufficient staff at all times to respond to the City Project Manager's request to be at the property within two (2) hours in the event of a natural disaster, civil disturbance, or other unanticipated event, and to fill/backfill post coverage for scheduled or unscheduled absences.
- e. Contractor shall permit the City Project Manager to accompany the Contractor supervisor during inspections or to conduct inspections independently.

## **E. REPORTS**

1. Contractor shall provide, upon execution of this Agreement, a list of reports used to manage the security services.
2. Contractor shall prepare and provide the following ongoing reports:
  - a. Post Orders. Contractor shall prepare written post orders containing complete duty instructions for each post, including emergency/critical incident procedures.
  - b. Daily Activity Report (DAR). Contractor shall email a daily DAR to the City Project Manager documenting unsafe property conditions and any accidents, injuries, or incidents occurring on Transit Center property or in the immediate vicinity.
  - c. Monthly Status Report. Contractor shall provide a monthly status report showing monthly and year-to-date information detailing incident reports, actions taken, and information requested by the City. The report shall include, but not be limited to, daily activity summaries; accident, crime, and incident reports; drug and alcohol tests; training activities; and safety program updates.
  - d. Customer Service Report. Contractor shall provide a customer service report detailing customer comments, complaints, and compliments, including contact information where available, date/subject, and resolution status.

- e. Safety Reports. Contractor shall report unsafe conditions relating to hazards or risks at RBTC (or in the immediate vicinity) to the City Project Manager.
- f. Incident Reports. Contractor shall prepare incident reports for accidents, injuries, and emergency incidents and shall report them to the City Project Manager.

## **F. EQUIPMENT**

1. Contractor shall provide and maintain the equipment to perform the security services.
2. Contractor acknowledges, represents, and warrants that an equipment list for Security Ambassadors was previously submitted pursuant to the RFP (including radios, cellular phones, baton (if authorized), handcuffs (if authorized), and other equipment identified in the Scope Documents).
3. Contractor shall maintain equipment consistent with the RFP requirements and shall provide an updated list upon written request of the City.
4. Contractor shall provide and maintain an electronic security personnel monitoring system capable of tracking and monitoring personnel in real time indoors and outdoors, combining GPS and RFID functionality, including checkpoint tag scanning and real-time location reporting.
5. Contractor may submit additional equipment innovations for review and approval by the City Project Manager, provided that no such submission shall be construed to require City approval or payment absent written amendment.
6. Contractor may authorize unarmed personnel to carry a baton only if personnel are properly trained and current with required re-certification. Contractor shall ensure batons are not used as a threat or intimidation tool and are used only in defense of life.
7. Prohibited Equipment. Contractor shall prohibit personnel from carrying firearms, electronic control devices, knives, chemical agents, concealed weapons, or any other unauthorized equipment.
8. Contractor shall report any loss, theft, or misuse of equipment to the City Project Manager immediately.

## **G. UNIFORM/APPEARANCE**

1. Contractor shall provide all equipment and uniforms required for security personnel to perform the services.

2. Contractor shall provide uniforms for all assigned personnel and shall submit the standard uniform for City approval upon execution of this Agreement.
3. Contractor shall require all personnel and supervisors, at all times while in City service, to wear a complete uniform and be fully equipped consistent with this Exhibit "A."
4. Contractor shall manage uniforms to ensure they are clean, free of wrinkles, and worn in a professional manner.
5. Contractor shall ensure all assigned personnel comply with applicable requirements of California Business and Professions Code section 7582.26 and applicable City standards.

#### **H. COORDINATION WITH POLICE AND FIRE**

1. Contractor shall ensure that, although post orders provide operational guidance, direction from police, fire, emergency authorities, and the City Project Manager shall take precedence during emergencies and incident response.
2. Contractor shall report immediately to the City Project Manager any incident requiring police, fire, or emergency medical services involvement.
3. Contractor shall ensure security officers/transit ambassadors maintain communication with Contractor headquarters and/or a field supervisor, and have mobile communication capability to contact RBPD and RBFD.
4. Contractor shall ensure on-duty personnel contact RBPD or RBFD to report emergencies or calls requiring police or fire response.
5. Contractor shall ensure all contract personnel participate in on-duty emergency operations drills and exercises sponsored by RBPD, RBFD, Metro Transit Authority, or the Los Angeles County Sheriff's Department, if required by the Scope Documents or reasonably requested by the City.

## **EXHIBIT "B"**

### **TERM AND TIME OF COMPLETION**

**TERM.** This Agreement shall retroactively commence on January 29, 2026 and continue through January 28, 2028, unless otherwise terminated as herein provided.

**EXHIBIT "C"**

**COMPENSATION**

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

A. **AMOUNT.** Contractor shall be paid in accordance with the table set forth below.

<b>Description</b>	<b>Hourly Rate</b>
Regular Hourly Rate	\$ 30.92
Holiday Hourly Rate	\$44.83

B. **NOT TO EXCEED AMOUNT.** In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit "A," including but not limited to, security, safety, or risk-related issues, the Contractor shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Community Services Director, the Contractor may utilize up to \$2,000 in contingency funds to perform such additional work. Any such use of contingency funds shall not increase the total compensation payable to Contractor beyond \$212,331.31.

C. **METHOD OF PAYMENT.** Contractor shall submit a monthly invoice for services performed in the prior month. No later than the 10<sup>th</sup> day of the following month, Contractor shall submit a monthly report of activity, incidents, issues, and any other items requested by the City, and in a format acceptable to the City. The monthly invoice shall be submitted together with the report. Each invoice shall indicate the dates of service, description of services performed, staff title, hourly rate, number of hours worked, location of the service, corresponding amount, the total amount, and, if applicable, the cost of City preapproved subcontractors plus markup, and any reimbursable expenses.

Invoices must be itemized, adequately detailed, and based on accurate records, and, if applicable, attach subcontractor invoices, reimbursable expense approvals, and expense receipts. Invoices must be in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request.

D. **SCHEDULE FOR PAYMENT.** The City will pay within 45 days of receiving the monthly invoice. However, the City may withhold any payments, or portion thereof, that the City disputes in good faith until the dispute is resolved, to the maximum extent permitted by law.

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

Contractor: American Guard Services, Inc.  
1125 W. 190<sup>th</sup> Street  
Gardena, CA 90248  
Attention: Gerald Gregory, Executive Vice President  
Email: jgregory@americanguardservices.com

City: City of Redondo Beach  
Community Services  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Tyron Gunn  
Email: tyron.gunn@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 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 of \$4,000,000 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 shall 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 in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	<b>CONTACT NAME:</b> Jennifer LeRoy <b>PHONE (A/C No. Ext):</b> (713)521-9251 <b>E-MAIL ADDRESS:</b> jleroy@eldoradoinsurance.com	<b>FAX (A/C No):</b> (713)521-0125
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> American Guard Services, Inc. 1125 W. 190th Street Los Angeles CA 90248	<b>INSURER A:</b> Champlain Specialty Insurance Company	<b>NAIC #</b> 16834
	<b>INSURER B:</b> National Union Fire Ins Co Pittsburgh I	<b>NAIC #</b> 19445
	<b>INSURER C:</b> Palomar Excess & Surplus Insurance Co.	<b>NAIC #</b> 16754
	<b>INSURER D:</b> Sunz Insurance Company	<b>NAIC #</b> 34762
	<b>INSURER E:</b> Hartford Fire Insurance Co.	<b>NAIC #</b> 19682
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: AGS Certs (11/25)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSSE-CGL-0005529-01	11/22/2025	11/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			019321961	11/22/2025	11/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CEPXP25000020800	11/22/2025	11/22/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-00161-025	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	1st & 3rd Party Crime			13BDDIT8512	11/24/2025	11/22/2026	Aggregate 2,000,000

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

City of Redondo Beach Transit Center Security Services - Request for Proposals # 2122-001; The General Liability and Business Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach Transit Center Security Services Attn: Joyce Rooney 415 Diamond Street Door 2 Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./JL03
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)

## COMMENTS/REMARKS

Certificate Holder includes:

The City, its officers, elected and appointed officials, employers, and volunteers



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	<b>CONTACT NAME:</b> Jennifer LeRoy <b>PHONE (A/C No. Ext):</b> (713)521-9251 <b>E-MAIL ADDRESS:</b> jleroy@eldoradoinsurance.com	<b>FAX (A/C No.):</b> (713)521-0125
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> American Guard Services, Inc. 1125 W. 190th Street Los Angeles CA 90248	<b>INSURER A:</b> Champlain Specialty Insurance Company	<b>NAIC #</b> 16834
	<b>INSURER B:</b> National Union Fire Ins Co Pittsburgh I	<b>NAIC #</b> 19445
	<b>INSURER C:</b> Palomar Excess & Surplus Insurance Co.	<b>NAIC #</b> 16754
	<b>INSURER D:</b> Sunz Insurance Company	<b>NAIC #</b> 34762
	<b>INSURER E:</b> Hartford Fire Insurance Co.	<b>NAIC #</b> 19682
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** AGS Certs (11/25)                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Errors &amp; Omissions</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSSE-CGL-0005529-01	11/22/2025	11/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			019321961	11/22/2025	11/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			CEPXP25000020800	11/22/2025	11/22/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-00161-025	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>1st &amp; 3rd Party Crime</b>			13BDDIT8512	11/24/2025	11/22/2026	Aggregate 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Redondo Beach Transit Center Security Services - Request for Proposals # 2122-001; The General Liability and Business Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

<b>CERTIFICATE HOLDER</b> City of Redondo Beach Transit Center Security Services Attn: Joyce Rooney 415 Diamond Street Door 2 Redondo Beach, CA 90277	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./JL03
---	---

## COMMENTS/REMARKS

Certificate Holder includes:

The City, its officers, elected and appointed officials, employers, and volunteers



# Administrative Report

---

H.6., File # 26-0310

Meeting Date: 3/10/2026

---

**To: MAYOR AND CITY COUNCIL**  
**From: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR**

## **TITLE**

APPROVE A SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES WITH LEWIS STANLEY, INC., DBA MINUTEMAN PRESS REDONDO BEACH, TO EXTEND THE TERM THROUGH SEPTEMBER 19, 2027 AND INCREASE THE NOT TO EXCEED AMOUNT FROM \$64,999 TO \$124,999

## **EXECUTIVE SUMMARY**

On September 19, 2023, the City Council approved an agreement with Lewis Stanley, Inc. (DBA Minuteman Press of Redondo Beach) for on-call production and high-volume printing services, on an as-needed basis, in support of various City operations including, but not limited to, printing business cards, letterhead, envelopes, brochures, newsletters, postcards, business forms, flyers, posters, banners, signs, graphics, and branded items. Lewis Stanley, Inc. is a local business with a state-of-the-art facility that has performed well for the City, including the majority of all print production related services for the City's new logo and brand mark. On November 19, 2024, the City Council approved an amendment to extend the term for one year and increase the not-to-exceed amount to \$64,999. The proposed second amendment would add an additional \$60,000 to the existing Agreement's compensation limit and extend the term from September 19, 2026 to September 19, 2027.

## **BACKGROUND**

The Information Technology Department previously maintained an in-house print shop for the production of high-volume documents necessary for City operations. A decision was made to outsource the bulk of the City's print operations in an effort to avoid the costs of replacing, maintaining, and staffing the existing print shop and to make better use of the physical space the print shop occupied in City Hall. Since partnering with Lewis Stanley, Inc., overall production printing costs have decreased while quality and turnaround times have improved.

Minuteman Press' responsiveness and continued delivery of successful services has encouraged staff to recommend approval of a second amendment to the Agreement to increase both the term and total not to exceed amount.

## **COORDINATION**

Information Technology staff coordinated the preparation of the Agreement with the Departments that routinely request print services. The Agreement has been approved as to form by the City Attorney's Office.

**FISCAL IMPACT**

Funding for the proposed amendment is available in the Information Technology Department's FY 2025-26 Adopted Budget. The total not to exceed amount of the Agreement would increase from \$64,999 to \$124,999.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Second Amendment to the Agreement with Lewis Stanley, Inc., DBA Minuteman Press Redondo Beach, LLC for On-Call Production and High-Volume Printing Services
- Agmt - First Amendment to the Agreement with Lewis Stanley, Inc., DBA Minuteman Press Redondo Beach, LLC, November 19, 2024
- Agmt - Original Agreement with Lewis Stanley, Inc., DBA Minuteman Press Redondo Beach, LLC, September 19, 2023
- Insurance - Lewis Stanley, Inc., DBA Minuteman Press Redondo Beach, LLC

**SECOND AMENDMENT TO THE  
AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH AND LEWIS STANLEY, INC. DBA  
MINUTEMAN PRESS REDONDO BEACH**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Lewis Stanley, Inc., a California corporation dba Minuteman Press Redondo Beach ("Contractor").

WHEREAS, on September 19, 2023, the parties hereto originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"), which established the Contractor's compensation limit at \$34,998.69;

WHEREAS, on November 19, 2024, the parties hereto entered into the First Amendment to the Agreement (the "First Amendment"), which extended the Agreement to September 19, 2026 and increased Contractor's total compensation to \$64,998.69; and

WHEREAS, the parties hereto wish 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. **TERM.** Exhibit "B" of the Agreement, as amended by Exhibit "B-1", is hereby amended to add Exhibit "B-2", which extends the Agreement to September 19, 2027. Exhibit "B-2" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A" of the Agreement in accordance with the schedule set forth in Exhibit "B-2".
2. **COMPENSATION.** Exhibit "C" of the Agreement, as amended by Exhibit "C-1", is hereby amended to add Exhibit "C-2", which increases Contractor's compensation by \$60,000, thereby setting a new limit of \$124,998.69, and amends the notice provisions. Exhibit "C-2" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A".
3. **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 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 10<sup>th</sup> day of March, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

LEWIS STANLEY, INC., a California  
corporation dba Minuteman Press  
Redondo Beach

\_\_\_\_\_  
James A. Light, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## **EXHIBIT "B-2"**

### **TERM OR TIME OF COMPLETION**

**TERM.** The term of the Agreement shall be extended to September 19, 2027, unless otherwise terminated as herein provided.

## EXHIBIT "C-2"

### COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid in accordance with the schedule attached to the Agreement. The prices are subject to an annual increase of up to 5%. Prior to the commencement of work, Contractor shall submit a quote for the cost of services per service order, which must be approved by the City. Notwithstanding the foregoing, in the event there are extreme market conditions beyond the Contractor's reasonable control, including tax escalations, newly enacted legislation affecting employee expenses, or other circumstances causing an elevation in supplier or material costs, Contractor may request additional increases beyond the 5% cap. However, no modification shall be effective, unless both parties execute a subsequent written amendment.
2. **NOT TO EXCEED AMOUNT.** In no event shall the total compensation paid to Contractor exceed \$124,998.69 under the Agreement, as amended hereto.
3. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices shall provide service order number, description of item, size, stock, color specification, quantity, unit cost, price, subtotal, and total cost. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
4. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within sixty (60) days after City's receipt of the invoice, provided however, that the work has been completed to the City's full satisfaction.
5. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Minuteman Press  
2633 Manhattan Beach Blvd.  
Redondo Beach, CA 90277  
Attention: James Frost  
Email: redondo@minutemanpress.com

City: City of Redondo Beach  
Information Technology Department  
415 Diamond St.  
Redondo Beach, CA 90277  
Attention: Michael Cook, Information Technology Director

Email: [mike.cook@redondo.org](mailto:mike.cook@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.

**FIRST AMENDMENT TO THE  
AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH AND LEWIS STANLEY, INC. DBA  
MINUTEMAN PRESS REDONDO BEACH**

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 Lewis Stanley, Inc., a California corporation dba Minuteman Press Redondo Beach ("Contractor").

WHEREAS, on September 19, 2023, the parties hereto originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"), which established the Contractor's compensation limit at \$34,998.69; and

WHEREAS, the parties hereto wish 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. **TERM.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to September 19, 2026. Exhibit "B-1" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
2. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", which increases Contractor's compensation by \$30,000, thereby setting a new limit of \$64,998.69, and amends the notice provisions. Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A".
3. **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 19<sup>th</sup> day of November, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

LEWIS STANLEY, INC., a California  
corporation dba Minuteman Press  
Redondo Beach

\_\_\_\_\_  
James A. Light, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

**EXHIBIT "B-1"**

**SCHEDULE FOR COMPLETION**

**TERM.** The term of the Agreement shall be extended to September 19, 2026, unless otherwise terminated as herein provided.

## EXHIBIT "C-1"

### COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid in accordance with the schedule attached to the Agreement. The prices are subject to an annual increase of up to 5%. Prior to the commencement of work, Contractor shall submit a quote for the cost of services per service order, which must be approved by the City. Notwithstanding the foregoing, in the event there are extreme market conditions beyond the Contractor's reasonable control, including tax escalations, newly enacted legislation affecting employee expenses, or other circumstances causing an elevation in supplier or material costs, Contractor may request additional increases beyond the 5% cap. However, no modification shall be effective, unless both parties execute a subsequent written amendment.
2. **NOT TO EXCEED AMOUNT.** In no event shall the total compensation paid to Contractor exceed \$64,998.69 under the Agreement, as amended by this First Amendment.
3. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices shall provide service order number, description of item, size, stock, color specification, quantity, unit cost, price, subtotal, and total cost. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
4. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within sixty (60) days after City's receipt of the invoice, provided however, that the work has been completed to the City's full satisfaction.
5. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Minuteman Press  
2633 Manhattan Beach Blvd.  
Redondo Beach, CA 90277  
Attention: James Frost  
Email: redondo@minutemanpress.com

City: City of Redondo Beach  
Information Technology Department  
415 Diamond St.  
Redondo Beach, CA 90277

Attention: Michael Cook, Information Technology Director  
Email: mike.cook@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.

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND LEWIS STANLEY, INC. DBA MINUTEMAN PRESS REDONDO BEACH**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Lewis Stanley, Inc., a California corporation dba Minuteman Press Redondo Beach ("Contractor").

The parties hereby agree as follows:

- A. Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials

shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate

this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
  
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or

written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act

are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 19<sup>th</sup> day of September, 2023.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

LEWIS STANLEY, INC.,  
a California corporation dba Minuteman Press

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES**

#### **CONTRACTOR'S DUTIES**

Contractor shall provide printing, copying and delivery services as requested by the City. This shall include, but not be limited to the following:

- Business Cards
- Letterhead
- Envelopes
- Brochures
- Newsletters
- Postcards
- Business Forms
- Flyers
- Posters
- Banners/Signs
- Graphic Design Services
- Postcards
- Branded items such as Pens and Bags

## **EXHIBIT "B"**

### **SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall commence on September 20, 2023 and expire on September 19, 2025, unless otherwise terminated as herein provided.

**EXHIBIT "C"**  
**COMPENSATION**

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

1. **AMOUNT.** Contractor shall be paid in accordance with the attached schedule. The prices are subject to an annual increase of up to 5%. Prior to the commencement of work, Contractor shall submit a quote for the cost of services per service order, which must be approved by the City. Notwithstanding the foregoing, in the event there are extreme market conditions beyond the Contractor's reasonable control, including tax escalations, newly enacted legislation affecting employee expenses, or other circumstances causing an elevation in supplier or material costs, Contractor may request additional increases beyond the 5% cap. However, no modification shall be effective, unless both parties execute a subsequent written amendment
2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices shall provide service order number, description of item, size, stock, color specification, quantity, unit cost, price, and total cost. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within sixty (60) days after City's receipt of the invoice, provided however, that the work has been completed to the City's full satisfaction.
4. **NOTICE.** Written notices to City and Contractor shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Minuteman Press  
2633 Manhattan Beach Blvd.  
Redondo Beach, CA 90277  
Attention: James Frost  
Email: redondo@minutemanpress.com

City: City of Redondo Beach  
Information Technology Department  
415 Diamond St.  
Redondo Beach, CA 90277  
Attention: Michael Cook, Information Technology Director

Email: [mike.cook@redondo.org](mailto:mike.cook@redondo.org)

All notices, including notices of address changes, provided under this Agreement are deemed received on the second business day after email, and 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.

## SCHEDULE OF COST

See attached.

**Minuteman Press Redondo Beach**

Sales tax extra

Standard production lead time is full business days, delivery is additional business day. Larger quantities can extend lead time.

Where artwork creation/updates is undertaken, production lead time commences once artwork is approved

All orders subject to \$5 Print File Handling & Set-up charge - charged per item

Free delivery to Redondo Beach for all orders over \$150. \$20 delivery charge applies to orders under \$150

Minimum order charge \$35 + \$5 Print File Handling & Set-up

All prices assume customer supplied print-ready artwork

Artwork - open ended, non fixed priced jobs charged at \$125 per hour

Rush orders can sometimes be accommodated- additional charges may apply

Item	Size	Stock	Color Spec	Qty	Price	unit cost	Standard production lead time	Notes
Business Cards	3.5"x 2"	100lb uncoated or 130lb gloss card stock	Color 1 side	250	\$56.50		4	
				500	\$71.50		4	
				1000	\$91.50		4	
			Color 2 sides	250	\$61.50		4	
				500	\$76.50		4	
				1000	\$96.50		4	
Artwork - Business card content update & digital proof				1	\$15.00		4	Charged per set
Flyers	8.5" x 11"	60lb uncoated text, no bleed	Color 1 side	250	\$75.00	\$0.300	4	
				500	\$125.00	\$0.250	4	
				1000	\$200.00	\$0.200	4	
			Color 2 sides	250	\$87.50	\$0.350	4	
				500	\$150.00	\$0.300	4	
				1000	\$250.00	\$0.250	4	
Flyers	8.5" x 11"	100lb gloss text, full bleed	Color 1 side	250	\$112.50	\$0.450	4	
				500	\$200.00	\$0.400	4	
				1000	\$300.00	\$0.300	4	
			Color 2 sides	250	\$131.25	\$0.525	4	
				500	\$237.50	\$0.475	4	
				1000	\$375.00	\$0.375	4	
B&W Prints/Copies	8.5" x 11"	20lb bond, no bleed	B&W 1 side	250	\$37.50	\$0.150	4	
				500	\$60.00	\$0.120	4	
				1000	\$100.00	\$0.100	4	

Item	Size	Stock	Color Spec	Qty	Price	unit cost	Standard production lead time	Notes
			B&W 2 sides	250	\$43.75	\$0.175	4	
				500	\$70.00	\$0.140	4	
				1000	\$120.00	\$0.120	4	
Letterhead	8.5" x 11"	70lb uncoated text, no bleed	Color 1 side	1000	\$250.00	\$0.250	4	
				2000	\$400.00	\$0.200	4	
		70lb uncoated text, full bleed	Color 1 side	1000	\$300.00	\$0.300	4	
				2000	\$500.00	\$0.250	4	
Posters	11" x 17"	100lb gloss text, full bleed	Color 1 side	50	\$100.00	\$2.000	4	
				100	\$150.00	\$1.500	4	
				250	\$250.00	\$1.000	4	
Posters	18" x 24"	8 Mil digital poster paper	Color 1 side	1	\$24.38	\$24.380	3	
	24" x 36"			1	\$45.00	\$45.000	3	
	18" x 24"	3/16 foamcore (rigid)	Color 1 side	1	\$31.50	\$31.500	3	
	24" x 36"			1	\$57.75	\$57.750	3	
Plan prints	24" x 36"	20lb bond	B&W 1 side	1-25	\$3.50	each	2	
				26-100	\$2.75	each	2	
				101+	\$2.50	each	2	
			Staple bind	1	\$2.50	per set	2	
Envelopes	#10 regula	24lb white wove regular gummed	B&W 1 side	500	\$115.00	\$0.230	5	
			(front print)	1000	\$170.00	\$0.170	5	
				2500	\$360.00	\$0.144	5	
			Color 1 side	500	\$150.00	\$0.300	5	
			(front print)	1000	\$240.00	\$0.240	5	
				2500	\$535.00	\$0.214	5	
	#10 Windo	24lb white wove window gummed	B&W 1 side	500	\$135.00	\$0.270	5	
			(front print)	1000	\$210.00	\$0.210	5	
				2500	\$460.00	\$0.184	5	
			Color 1 side	500	\$170.00	\$0.340	5	
			(front print)	1000	\$280.00	\$0.280	5	
				2500	\$635.00	\$0.254	4	
Carbonless forms	8.5"x 11"	2 part NCR (white/canary)	B&W 1 side	500	\$250.00	\$0.500	4	
				1000	\$400.00	\$0.400	4	
				2500	\$687.50	\$0.275	4	
Carbonless forms	8.5"x 5.5"	2 part NCR (white/canary)	B&W 1 side	500	\$175.00	\$0.350	4	
				1000	\$300.00	\$0.300	4	

Item	Size	Stock	Color Spec	Qty	Price	unit cost	Standard production lead time	Notes
				2500	\$500.00	\$0.200	4	
Carbonless forms	8.5"x 11"	3 part NCR (white/canary/pink)	B&W 1 side	500	\$350.00	\$0.700	4	
				1000	\$600.00	\$0.600	4	
				2500	\$1,187.50	\$0.475	4	
Tri-fold brochures	8.5"x 11"	100lb gloss text, full bleed tri-folded to 8.5"x3.66"	Color 2 sides	250	\$200.00	\$0.800	4	
				500	\$300.00	\$0.600	4	
				1000	\$475.00	\$0.475	4	
Half-fold brochures	11"x 17"	100lb gloss text, full bleed half-folded to 8.5"x11"	Color 2 sides	250	\$287.50	\$1.150	4	
				500	\$500.00	\$1.000	4	
				1000	\$750.00	\$0.750	4	
Half-fold brochures	11"x 17"	100lb gloss card stock, full bleed half-folded to 8.5"x11"	Color 2 sides	250	\$375.00	\$1.500	4	
				500	\$600.00	\$1.200	4	
				1000	\$950.00	\$0.950	4	
Postcards	6" x 4"	130lb gloss card stock, full bleed	Color 2 sides	500	\$150.00	\$0.300	4	
				1000	\$250.00	\$0.250	4	
				2500	\$437.50	\$0.175	4	
Postcards	5" x 7"	130lb gloss card stock, full bleed	Color 2 sides	500	\$200.00	\$0.400	4	
				1000	\$350.00	\$0.350	4	
				2500	\$575.00	\$0.230	4	
Postcards	5.5" x 11"	130lb gloss card stock, full bleed	Color 2 sides	500	\$250.00	\$0.500	4	
				1000	\$425.00	\$0.425	4	
				2500	\$750.00	\$0.300	4	

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONTRACTORS

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

#### Deductibles and Self-Insured Retentions

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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





# Administrative Report

---

H.7., File # 26-0315

Meeting Date: 3/10/2026

---

**To: MAYOR AND CITY COUNCIL**

**From: STEPHANIE MEYER, FINANCE DIRECTOR**

## **TITLE**

APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE CODE, SUBMITTED BY BIH, LLC FOR THE HOLI AT THE BEACH EVENT TO BE HELD AT THE SEASIDE LAGOON ON MARCH 14, 2026

## **EXECUTIVE SUMMARY**

BIH, LLC has applied to have the business license tax waived for vendors (three) participating in the Holi event to be held on March 14, 2026 at the Seaside Lagoon. The organization is committed to fostering cultural appreciation and social responsibility by integrating charitable donations, volunteer programs, and local job creation.

## **BACKGROUND**

All entities conducting business within the City of Redondo Beach are required to comply with Section 6-1 of the Redondo Beach Municipal Code (RBMC) which establishes the process and fees associated with obtaining a Business License in the City of Redondo Beach.

Section 6-1.08(c) of the RBMC includes a means for entities to appeal to the City Council for a waiver exempting parties from payment of the appropriate tax when there is a community benefit. In the case of the Holi event, vendors participating in the event would be subject to a projected tax of \$133 each to procure the appropriate Business License. There are three vendors named in the waiver application, of which one is a food vendor. Food vendors, even when exempted from the business license requirement, must provide required health and safety documentation.

Section 6-1.08(c) states, "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."

The attached Application for Waiver of Business License Tax submitted by Kishan Chavan, Founder, requests a waiver for itself as the organizer and its participating vendors. In its application describing community benefit, BIH, LLC refers to its event as a community touchpoint, that "serves as a bridge for connection, providing both a vibrant experience for attendees and a tangible economic and social benefit to the broader community."

**COORDINATION**

This item was prepared in coordination with the Community Services Department.

**FISCAL IMPACT**

The fiscal impact depends on the total number of vendors participating in the event. In this instance, the total business license revenue that would go uncollected as a result of waiver approval is estimated to be under \$400. BIH, LLC will fully pay the Seaside Lagoon rental fee for the event, which is \$14,135 plus additional public safety fees estimated at \$6,000.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Application - Waiver of Business License Tax - Holi Event, BIH LLC

Financial Services

415 Diamond Street, P.O Box 270  
Redondo Beach, California 90277-0270  
www.redondo.orgPhone: 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

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, state, 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. If 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: \_\_\_\_\_



# Administrative Report

---

J.1., File # 26-0304

Meeting Date: 3/10/2026

---

**TITLE**

*For eComments and Emails Received from the Public*



# Administrative Report

---

N.1., File # 26-0205

Meeting Date: 3/10/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** JANE CHUNG, ASSISTANT TO THE CITY MANAGER

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING JOINING THE SOUTH BAY REGIONAL HOUSING TRUST AND SELECTING A CITY REPRESENTATIVE TO SERVE ON THE SOUTH BAY REGIONAL HOUSING TRUST BOARD OF DIRECTORS

## **EXECUTIVE SUMMARY**

On February 3, 2026, the City Council directed staff to return to the City Council with the Joint Powers Agreement (JPA) after other member agencies decided whether to join the South Bay Regional Housing Trust (SBRHT). As of March 4, 2026, at least three South Bay cities have executed the Agreement to participate in the SBHRT, and five additional cities have approved joining and are in the process of signing the JPA.

## **BACKGROUND**

In September 2024, the Southern California Association of Governments (SCAG) awarded the South Bay Cities Council of Governments (SBCCOG) approximately \$570,000 in Regional Early Action Planning Grants 2.0 (REAP 2.0) funding. REAP 2.0 is a state initiative designed to accelerate progress toward housing and climate goals by supporting stronger coordination among state, regional, and local partners. Using these funds, the SBCCOG has conducted a feasibility analysis for the potential formation of a SBRHT, which would operate as an independent joint powers authority to support affordable housing projects endorsed by participating member agencies.

The JPA establishes the SBRHT as a separate public entity formed by participating SBCCOG members to collaboratively fund and support affordable, workforce, and supportive housing. The SBRHT is authorized under California Government Code §6539.9 and becomes effective once four member agencies approve the Agreement.

The purpose of the SBRHT is to receive and leverage public and private funding to plan and construct housing of all types and tenures for individuals and families with Extremely Low, Very Low, and Low incomes, support the development of permanent supportive housing and other affordable housing types, and coordinate regional housing efforts without limiting any member agency's land use authority.

The SBRHT's authority is subject to specific limitations and does not exercise the following powers:

- Regulate land use, zoning, or development approvals within any member jurisdiction
- Levy or advocate for impact fees, taxes, or other exactions

- Require inclusionary zoning
- Compel cities to dedicate funding to Trust programs
- Approve or fund projects not supported by the host jurisdiction's governing body
- Require cities to accept or produce a specific number of housing units
- Affect a city's independent authority to implement its own affordable housing programs

The SBHRT governance structure will include a Board of Directors, composed of one elected official from each member agency and two housing or homelessness policy experts appointed by the SBCCOG City Managers Committee. Directors serve two year terms with no term limits.

The SBRHT may enter into contracts, hire staff, and engage consultants; apply for and administer grants, loans, and other funding; issue bonds or other debt instruments that do not create financial obligations for member agencies unless individually approved; and acquire, hold, or dispose of property for affordable housing purposes. Administrative services may be provided either by a member agency or by the SBCCOG. While the SBHRT establishes program funding levels and participation mechanisms, member agencies may be required to pay administrative fees. The SBRHT must also maintain annual budgets, undergo annual independent audits, and prepare an Annual Financial Report detailing the use of funds and program outcomes.

Member agencies may withdraw from the SBRHT by adopting a City Council resolution, paying any outstanding administrative fees, and providing written notice to the Trust at least 90 days prior to the start of the fiscal year. The JPA may be terminated by a majority vote of the member agencies, and it includes a sunset provision under which the Agreement automatically expires if no funding source is secured to cover administrative costs by December 31, 2026.

SBCCOG staff, legal counsel, and Senator Ben Allen's office are exploring amendments to the enabling legislation for the SBRHT (SB 1444) to address issues identified during the feasibility process. Proposed revisions include removing SBCCOG from determining the size and composition of the SBRHT Board, allowing the Board flexibility in selecting its leadership, expanding eligibility to include moderate income housing, and permitting member agencies to appoint non-elected alternates. Once draft legislation is prepared, SBCCOG will seek support letters from South Bay cities. The SBCCOG Board has indicated that member agencies may adopt the currently proposed Housing Trust JPA and consider future amendments if SB 1444 is revised.

Following the City's February 3, 2026 meeting, additional South Bay cities have expressed interest in joining the SBRHT. As of March 4, 2026, at least three cities have formally signed the Agreement to participate in the SBRHT (Hawthorne, Inglewood, and Lomita), and five additional cities have approved joining and are pending submission of a signed agreement (Lawndale, El Segundo, Manhattan Beach, Rancho Palos Verdes, and Torrance). The SBCCOG has given member agencies until March 30, 2026, to submit a signed agreement and designate their SBRHT Board representative in time for the first convening of the SBRHT Board on April 23, 2026, which coincides with the April SBCCOG Board meeting.

The SBCCOG circulated a revised version of the Agreement to all member agencies on February 9, 2026, which is the version attached to this report. Several concerns raised by the City Attorney's Office in the February 3, 2026 administrative report remain unresolved in this version of the Agreement. However, given that eight (8) South Bay cities have approved the Agreement, in this

form, it is not subject to change.

Should the City Council choose to join the SBRHT, staff recommends approval of the Agreement and the selection of a representative to serve on the Board of Directors.

**COORDINATION**

The City Manager's Office prepared this report. The City Attorney's Office approved the South Bay Regional Housing Trust Joint Powers Agreement as to form, but noted concerns with some provisions of the Agreement as part of the February 9 staff report.

**FISCAL IMPACT**

There is no immediate fiscal impact associated with the City's participation in the South Bay Regional Housing Trust. Membership dues could be required in the future depending on Trust activities and SBRHT Board of Directors policy direction.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - South Bay Regional Trust Joint Powers Agreement

**JOINT EXERCISE OF POWERS AGREEMENT**  
**of the**  
**SOUTH BAY REGIONAL HOUSING TRUST**

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”) is made this \_\_\_\_day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the public agencies listed in Exhibit A, attached hereto and incorporated herein by reference (each a “Party” and, collectively, the “Parties”).

**RECITALS**

- A. The Parties are authorized to and have a strong interest in promoting the health, safety, and welfare of the residents within their geographic boundaries.
- B. The Parties acknowledge that the State has declared the existence of a shortage of affordable housing.
- C. The Parties find it in their mutual interest to increase the availability of affordable housing, workforce housing and supportive housing and to reduce homelessness in a coordinated manner on a regional level.
- D. An adequate supply of housing throughout the South Bay subregion will provide social and economic benefits to residents and taxpayers of the Parties.
- E. California Government Code section 6500 *et seq.* (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes cited herein and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.
- F. The Parties find that each of them has the individual power to implement the housing projects contemplated by this Agreement making them eligible under the Act to enter into this Agreement.
- G. In 2022, the Act was amended by the addition of California Government Code section 6539.9, which expressly authorizes the creation of a South Bay Regional Housing Trust by way of approval of this Agreement in order to promote public-private partnerships, nonprofit collaborations and otherwise to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income as defined in Section 50093 of the California Health and Safety Code within the South Bay subregion.

- H. This Agreement shall not be interpreted to limit any Party's authority over land use decision making or otherwise limit their respective sovereign powers within their respective jurisdictions.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

**Section 1. Creation and Purpose.**

- (a) Creation of SBRHT. Pursuant to the Joint Exercise of Powers Act, including Government Code section 6539.9, there is hereby created a public entity to be known as the "South Bay Regional Housing Trust" ("SBRHT"). Pursuant to Section 6503.5 of the California Government Code, SBRHT shall be a public entity separate and apart from the Parties and shall administer this Agreement.
- (b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating the SBRHT as a public entity separate from the Parties to exercise common powers with respect to receiving and leveraging public and private financing and funds for the planning and construction of housing of all types and tenures for persons and families of extremely low-, very low-, and low- income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing. The purpose of this Agreement shall be accomplished, and common powers exercised in the manner set forth in this Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining, or providing social programs or services to its respective residents as it deems proper and necessary.

**Section 2. Term and Termination**

- (a) Term. This Agreement shall become effective, and SBRHT shall come into existence, upon the approval of this Agreement by the governing bodies of four eligible Parties. The Effective Date will be the date of approval by the fourth Party. This Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- (b) Termination. This Agreement may be terminated by agreement of a majority vote of the Parties. Upon termination of this Agreement, SBRHT shall be dissolved and, after payment of or provision for payment of all liabilities, the assets of SBRHT shall be distributed to the Parties in proportion to the contributions of each Party to SBRHT and the amounts paid by each Party in connection with SBRHT's activities.

**Section 3. Powers and Duties of SBRHT.**

- (a) General Powers. SBRHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified, or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in this

Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.9, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of Redondo Beach, a chartered city and municipal corporation, in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SBRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

1. to make and enter into contracts;
2. to hire employees or contract for staff assistance, including but not limited to contracting with other public agencies;
3. to sue and be sued in its own name;
4. to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America, the State of California, Los Angeles County, a Party to this Agreement, or any other agency providing funding related to the purposes of this Agreement;
5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of SBRHT, as SBRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
7. to incur and discharge debts, liabilities, and obligations, subject to the limitations set forth in this Agreement and to the extent permitted by law;
8. to assume ownership of affordability covenants governing a property from another entity in order to preserve the units as affordable;
9. to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel determined appropriate by SBRHT in carrying out the purposes of this Agreement;
11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by SBRHT in connection with the accomplishment of the purposes of this Agreement;

- to, for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SBRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement; provided, however, that any such acquisition shall be structured to avoid any assumption of liability by a Party;
12. for the purposes of renting space for SBRHT to operate, to lease to, and to lease from, a Party or any other person or entity, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SBRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
  13. to solicit charitable contributions from private sources;
  14. to acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and government entities;
  15. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
  16. to authorize and issue bonds, certificates of participation, or other debt instruments; provided, however, that any such debt shall be payable solely from funds and revenues of SBRHT and shall not constitute a debt, liability, or obligation of any Party, and no such debt shall be secured by or payable from any tax, assessment, fee, or other revenue of a Party unless approved by that Party's governing body and in compliance with all applicable legal requirements, including any voter approval required by law;
  17. to propose amendments to this Agreement;
  18. to the extent not herein specifically provided for, to exercise any and all other powers as may be provided for SBRHT in the Joint Exercise of Powers Act or any other applicable law; and
  19. to carry out and enforce all the provisions of this Agreement.
- (c) Limitation on Powers. This Agreement does not authorize SBRHT to do any of the following:
1. Regulate land use, zoning, or development approvals within the jurisdiction of any Party;

2. Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of a development project;
3. Require or incentivize inclusionary zoning requirements;
4. Require the Parties to dedicate or assign funding for any SBRHT obligations or programs;
5. Fund or approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the proposed project is sited, nor shall the SBRHT commit or expend funds for such a project or program within a Party's jurisdiction unless and until such project or program has been approved by the governing body of that Party, with the exception of expenditures for services requested by a Party's staff for the purpose of evaluating the viability of potential housing projects or programs within the Party's jurisdiction;
6. Require the Parties to accept or provide any number of housing units as a prerequisite to joining or remaining a member of SBRHT; and
7. Affect the individual power of each Party separately to implement affordable housing projects and programs generated within its jurisdictional boundaries.

#### **Section 4. Members**

The members of SBRHT shall be the Parties to this Agreement, and such other public agencies as may join SBRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the South Bay Cities Council of Governments may be a party to this Agreement and a member of SBRHT. The SBRHT bylaws may provide for affiliate memberships or other categories of membership for eligible entities which do not want to be full members.

#### **Section 5. Board of Directors**

(a) Selection of Directors. SBRHT shall be governed by a Board of Directors selected as follows:

1. One elected official from each Party to this Agreement, appointed by that Party's governing body and ratified by the governing board of the South Bay Cities Council of Governments. Each Party may also appoint one of its elected officials as an Alternate Director, who may serve in the absence of the Party's appointed Director. The elected official from the County of Los Angeles must be from a Board of Supervisors District that is located wholly or partially within the territory of the South Bay Cities Council of Governments.

2. Two Directors that are experts in homelessness or housing policy appointed by the South Bay Cities Council of Governments City Managers Committee and ratified by the governing board of the South Bay Cities Council of Governments.
- (b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SBRHT shall be vested in and exercised by, and its property and its affairs administered by, the Board of Directors.
- (c) Advisory Bodies. The Board of Directors may appoint advisory bodies that may include such persons as are designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory bodies should it determine in its discretion to appoint such advisory bodies.
- (d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SBRHT policies or procedures governing the same.
- (e) Term. Members of the Board shall serve for a two-year term. There is no limit to the number of consecutive terms members may serve. In the event of a vacancy, the Party whose appointee has vacated the position shall appoint a replacement within 60 days of the effective date of the vacancy, subject to ratification by the governing board of the South Bay Cities Council of Governments. The replacement will serve out the remainder of the term of the Director that they replaced. The two Directors that are experts in homelessness or housing policy may be removed with or without cause at any time by a majority vote of the Board of Directors.
- (f) Meetings of the Board of Directors.
1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*
  2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
  3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notice of special meetings shall be provided to all Parties.

4. Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.
5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and presented to the Board for approval at a subsequent meeting.
6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.
7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations, and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

## **Section 6. Staff and Treasurer**

### **(a) Staff**

1. SBRHT may contract with a Party or the SBCCOG for staff pursuant to Section 6(d), hire its own employees, or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SBRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SBRHT's budget and are appropriated by SBRHT therefor.
2. None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

**(b) Treasurer and Auditor/Controller.** Pursuant to Government Code Sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of SBRHT, or an officer or employee of a public agency that is a Party, or a certified public accountant to hold the offices of treasurer and auditor for SBRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SBRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SBRHT. The treasurer and auditor shall assure that there shall

be strict accountability of all funds and reporting all receipts and disbursements of SBRHT. The treasurer and auditor of SBRHT shall be required to file an official bond with the Board of Directors in an amount which shall be established by the Board. Should the existing bond or bonds or any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SBRHT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to SBRHT who shall perform such duties as may be prescribed by the Board.

(d) Administrative Services and Reimbursement of Costs.

1. The Board of Directors may contract with a Party to provide necessary administrative services to SBRHT, including the services described in Section 6(a), (b) and (c). The amount charged by the Party to provide such services to SBRHT shall be fixed by agreement between the Board of Directors and the governing body of the Party providing such services. In the absence of an agreement on costs, the Party providing services to SBRHT under this Section 6 may charge SBRHT the amounts necessary to recover the direct and indirect costs of such services.
2. If SBRHT contracts with a Party to provide SBRHT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of SBRHT or any other Party. This Section 6(d)(2) shall not preclude a Party providing administrative services to SBRHT pursuant to a contract with SBRHT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge SBRHT for providing such services.

## **Section 7. Financial Provisions**

(a) Fiscal Year. The Fiscal Year of SBRHT shall, unless and until changed by the Board of Directors, commence on the 1<sup>st</sup> day of July of each year and shall end on the 30<sup>th</sup> day of June of the next succeeding year except that the initial Fiscal Year of SBRHT shall commence on the Effective Date and end on the immediately following 30<sup>th</sup> day of June.

(b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the total membership of the Board of Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating SBRHT) and Program costs (i.e., the financing of the programs funded or sponsored by SBRHT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general

budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of the total membership of the Board.

2. Expenditures for the Approved Budget. The payment of all SBRHT obligations is limited to the amount of appropriations allowed in SBRHT's approved budget, except as it may be revised with the approval of a majority of the total membership of the Board of Directors.

(c) Contributions by the Parties.

1. Administrative Cost Contributions. In consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions (each a "Fee" and collectively the "Fees") towards the budgeted administrative costs of SBRHT as set forth in a duly adopted Board resolution. The Fees shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for all urban consumers in the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SBRHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to SBRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent.
2. Program Cost Contribution. The particular programs and program budget, funded, sponsored or operated by SBRHT, as well as the level of and mechanisms for the involvement of SBRHT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors.

(d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SBRHT funds and accounts and report of all SBRHT receipts and disbursements. Without limiting the generality of the foregoing, SBRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of SBRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for SBRHT shall cause an annual independent audit of the accounts and records of SBRHT and records to be made by a certified public accountant or firm of certified

public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

3. Annual Financial Report. Pursuant to section 6539.9(d) of the Government Code, SBRHT shall publish an Annual Financial Report that shall describe the funds received by SBRHT and the use of such funds by SBRHT. The Annual Financial Report shall describe how the funds received by SBRHT have furthered the purposes of SBRHT.

- (e) Funds. Subject to the applicable provisions of any instrument or agreement which SBRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SBRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SBRHT shall receive, have the custody of and disburse SBRHT funds as nearly as possible in accordance with generally accepted accounting principles, shall make the disbursements required by this Agreement in order to carry out any of the provisions or purposes of this Agreement.

#### **Section 8. Amendments.**

- (a) This Agreement may be amended or modified with the approval of two-thirds of all the Parties through formal action approving such an amendment by the Parties' respective governing bodies.
- (b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the Parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties as provided in subparagraph (a) of this Section.

#### **Section 9. Non-Liability for Obligations of SBRHT.**

- (a) The debts, liabilities, and obligations of SBRHT shall not be considered the debts, liabilities and obligations of any of the Parties or their respective officers, employees, agents or volunteers, or the personal debts, liabilities and obligations of the Directors, officers or employees of SBRHT.
  1. Indemnification. The SBRHT shall defend, indemnify and hold harmless each Party, its officials, officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with SBRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SBRHT. The SBRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence or willful misconduct, whether in whole or part. The SBRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as

determined by the Board. In the event the SBRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SBRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SBRHT in good faith to negotiate alternative means or mechanisms by which SBRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SBRHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless SBRHT for any Unfunded Liability.

2. Assignment. To the extent SBRHT has satisfied its obligations to defend and indemnify a Party under this Section, such Party shall cooperate with SBRHT in the pursuit of recovery of damages for Claims arising out of this Agreement from any third party, provided that nothing herein shall require a Party to assign or waive any legal rights, compromise its insurance coverage, or relinquish control over its claims without its express written consent.
3. Survival. SBRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

#### **Section 10. Admission and Withdrawal of Parties.**

- (a) Admission of New Parties. It is recognized that additional public agencies other than the original Parties, may wish to join SBRHT after the Effective Date. The County of Los Angeles and any city within the SBCCOG may become a Party to SBRHT upon such terms and conditions as are established by the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays a late joining fee. The late joining fee shall be calculated by totaling the annual fee the eligible entity would have paid under this Agreement had it been a Party in all years prior and up until the Effective Date. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SBRHT.
- (b) Withdrawal from SBRHT. A Party may withdraw from SBRHT at any time upon its governing body's adoption of a resolution stating the Party's intent to withdraw from SBRHT and written notice of withdrawal accompanied by an executed copy of the resolution of intent to the SBRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be subject to the following prerequisites and conditions:

1. The withdrawal shall be effective immediately upon receipt by the SBRHT of the written notice of withdrawal, subject to subsection (2) below.
2. If the withdrawal notice is received by the SBRHT less than ninety (90) days before the start of a fiscal year or after the commencement of a fiscal year but before payment of that year's Section 7(c) contribution, the withdrawal shall not be effective unless and until the withdrawing Party has fully paid that fiscal year's contribution; otherwise, the notice of withdrawal shall be null and void.
3. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that Party's rights and claims relating to distribution of property and funds upon termination of SBRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Fees.
4. Withdrawal of a Party will not relieve that Party of prior financial obligations of liabilities unless otherwise approved by the Board.

**Section 11. Notices.**

- (a) Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth in Exhibit A, or to such other address as may be designated in writing to SBRHT for formal notice.

**Section 12. Miscellaneous.**

- (a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- (b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- (c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- (d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the Agreement the Parties intended to enter into in the first instance.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties. No Party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

**Section 13. Sunset Date.**

In the event that a source of funding is not identified and funding not obtained to cover SBRHT's administrative costs on or before December 31, 2026, this Agreement will on that date expire automatically and be null and void without further action of the Parties.

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as follows:

**CITY OF REDONDO BEACH,**  
a chartered municipal corporation of the State  
of California

\_\_\_\_\_  
James A. Light, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

\_\_\_\_\_  
Date

**EXHIBIT A**

Parties to this Agreement and their Addresses for notice pursuant to Section 11 are as follows:

City of Redondo Beach  
City Manager's Office  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Jane Chung



# Administrative Report

---

N.2., File # 26-0141

Meeting Date: 3/10/2026

---

**To: MAYOR AND CITY COUNCIL**

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

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING AN ANALYSIS OF BEACH CITIES TRANSIT YOUTH RIDERSHIP AND PLANNED IMPROVEMENTS

## **EXECUTIVE SUMMARY**

The Strategic Plan includes an objective to, “analyze Beach Cities Transit (BCT) routes and determine if there are other route options that could enhance youth ridership.” To advance this objective, staff evaluated opportunities to improve youth access by adding new service locations or making route adjustments.

Because fleet and funding resources are fully allocated, it was determined that any new bus stops or service area expansions would require a proportional reduction in existing service. Based on this evaluation, staff would like to implement a minor route adjustment in June 2026 that improves youth access without increasing service hours or costs. Specifically, BCT is proposing to modify the southern termini of Lines 102 and 109 by reassigning the segment between the Redondo Beach Pier and Riviera Village from Line 109 to Line 102. This change would extend Line 102 from its current terminus at the Pier to Riviera Village. Under this configuration, South Redondo students would have a one-seat ride to Redondo Union High School (RUHS), while North Redondo students would gain direct access to Riviera Village. The adjustment would also improve transfer efficiency by establishing a shared transfer point for Lines 102 and 109 at the Redondo Beach Pier roundabout, while increasing access to the Redondo Beach Transit Center.

In addition to the route modification, staff continues to implement service improvements intended to enhance youth ridership overall. These efforts include administrative changes to simplify access to bus passes, enhancements to real-time bus tracking and on-time performance, and adjustments to procurement strategies to better support the system’s local character. Staff are also working to increase brand awareness among students and parents through targeted outreach and communication efforts.

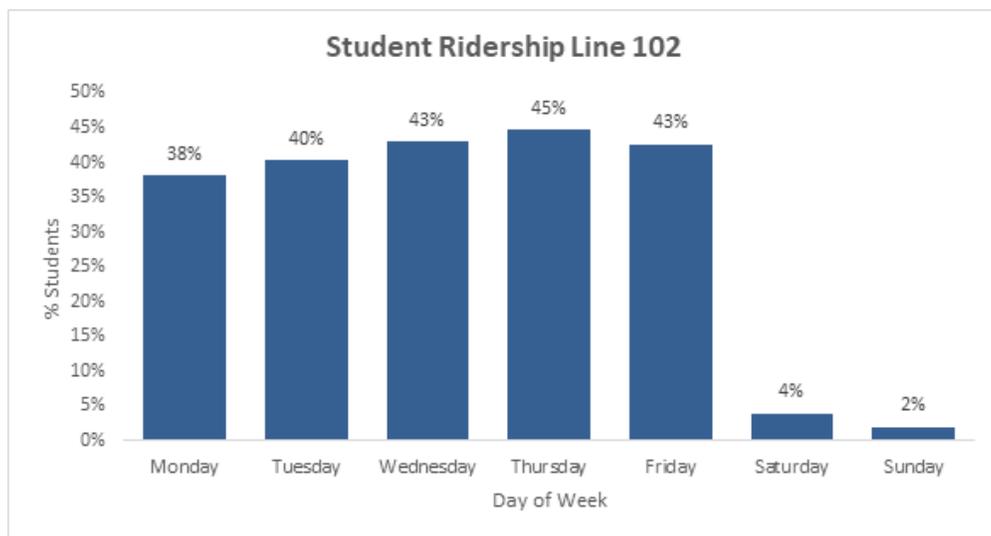
## **BACKGROUND**

BCT operates two fixed routes, Line 102 and Line 109. Line 109 operates between Riviera Village and the LAX/Metro Station, serving the downtown areas of Hermosa Beach, Manhattan Beach, and El Segundo. Line 102 operates between the Redondo Beach Pier and the Redondo Beach C Line Station, serving RUHS and North Redondo. RUHS is BCT’s most utilized stop, and “school trippers” are operated as extensions of regular Line 102 service to accommodate peak travel periods for

students traveling to and from the high school.

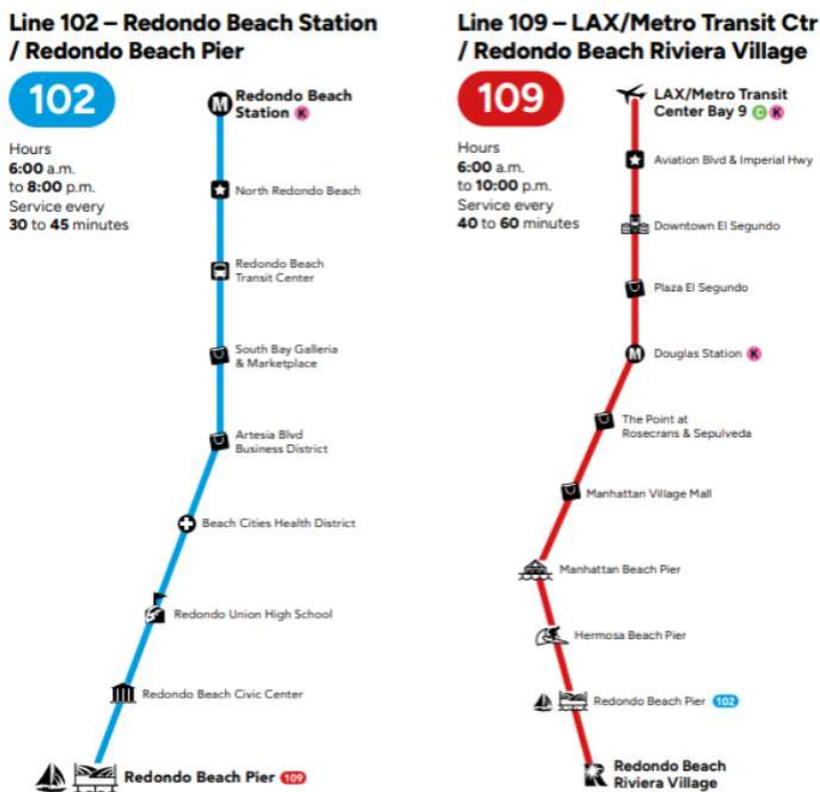
Staff considered a number of constraints in this analysis. BCT is funded through a combination of local, state, and federal transit-dedicated funds, which are allocated based on ridership data from the prior calendar year. Based on historic funding levels, BCT operates under an agreement that limits annual service to 42,000 hours, all of which are fully utilized by existing routes. In addition, BCT's fixed-route fleet of 14 buses limits the ability to expand service, and vehicle size restricts which streets can be safely served. It is also important to note that Federal Transit Administration (FTA) regulations prohibit public transportation agencies from operating shuttle services, further limiting flexibility in tailoring service for student or youth-specific trips. Expanding service hours beyond current levels would require sustained ridership growth or budget adjustments. Accordingly, staff focused on near-term improvements that could be achieved using existing resources within current service constraints, while ridership growth is addressed through service quality, fare access, and targeted outreach.

To better understand where improvements can have the greatest impact, staff reviewed existing ridership patterns among youth riders. An analysis of fare counts from September through December of the current school year indicates that student bus pass holders comprise a substantial portion of ridership on Line 102. This analysis does not include young riders who pay fares using cash or a Los Angeles Metro Transit Access Pass (TAP) card. On weekdays, student bus pass holders account for an average of approximately 42% of total ridership. However, student ridership declines significantly on weekends, representing approximately 3% of total ridership. This disparity suggests that students who are familiar with the route and already possess unlimited-ride bus passes primarily use BCT for school-related travel rather than discretionary trips. Increasing youth ridership outside of school travel would likely require a broader behavioral and cultural shift, rather than a route modification alone.



In addition to reviewing ridership data, staff engaged directly with youth to better understand how BCT is used by this demographic and where gaps may exist. Staff met with the Youth Commission on February 5, 2026, to gather feedback on the travel needs of younger residents. Staff presented the current stops of interest along Line 102 and Line 109 and requested input on additional service changes that may attract youth ridership. Commissioners noted that long wait times and reliability

concerns often impact their ability to use the system effectively. Suggestions included adding a new bus stop on Vincent Street to improve access to RUHS sporting events and Parras Middle School. The Commission also discussed the potential use of smaller buses to improve access within residential neighborhoods.



Route Evaluation and Proposed Adjustment

Staff evaluated several potential modifications to BCT routes with the goal of increasing youth ridership:

- **Redondo Beach Teen Center:** A new stop was evaluated but not advanced, as the Teen Center is located approximately 0.2 miles from an existing stop at Rindge Ln. / Grant Ave.
- **Adams Middle School:** Routing service was considered; however, the school is too far from the current route path to be feasible within current operational and budgetary constraints.
- **Parras Middle School:** The school is close enough to Line 102 to be a potential new stop; however, conflicting bell schedules with RUHS and limited revenue service hours prevent implementation at this time.
- **RUHS:** Access for South Redondo students could be improved through a route adjustment.
- **Redondo Beach Pier and Riviera Village:** Access to both locations could be increased through a route adjustment.

Based on this evaluation, BCT plans to implement an adjustment that shifts the southern end of Line 109 onto the current end of Line 102. This concept was originally proposed in 2023 by a Technical Working Group composed of representatives from Redondo Beach, Manhattan Beach, Hermosa Beach, El Segundo, Torrance Transit, Metro, GTrans, and the Palos Verdes Peninsula Transit

Authority. This is expected to reduce round-trip travel time on the 109 by approximately 10 minutes, improving operational efficiency, and would also extend Line 102 to span the entire length of the City. The transfer point, where the two lines meet, would be moved from Catalina Avenue, to the roundabout between Veterans Park and the Pier.

BCT plans to implement this route adjustment in June 2026. To ensure riders are informed in advance of the change, notices are scheduled to be posted at all affected bus stops at least one month prior to implementation. Staff would also leverage the City's social media platforms to share updates and reminders regarding the service adjustment, with a focus on reaching students and parents, and informational advertisements would be placed in local newspapers to broaden community awareness. Updated brochures would be made available on buses and at City facilities, including libraries, the Teen Center, and City Hall, and the City's website would be updated to reflect the revised service information. Staff also plan to return to the Youth Commission to present the route adjustment and its impact on enhancing connectivity between North and South Redondo and the other Beach Cities.

Swapping the termini of Line 109 and Line 102 is considered a minor service adjustment. Less than 25 percent of each route is affected, so BCT is not required to conduct extensive community outreach under the adopted Community Outreach Plan, though, as noted above, staff would conduct a targeted outreach effort for the youth demographic. No bus stops would be removed, and no new stops added. Since the adjustment redistributes existing service, rather than expanding it, impacts to riders are expected to be minimal. The adjustment also improves the transfer experience, as passengers would wait in a commercial and recreational area with enhanced amenities. Additionally, BCT would work with transit schedulers to ensure that the updated bus schedule considers efficient transfer timing. The schedule update would also provide an opportunity to adjust scheduled timepoints to reflect current traffic congestion trends, further improving on-time performance and service reliability.

#### Fleet, Service, and Outreach Improvements

To address cultural factors contributing to low youth ridership, and to increase overall ridership, staff have developed a new procurement strategy. This strategy is intended to support a more approachable and flexible transit system, particularly for youth and first-time riders. The current fixed-route fleet, consisting of twelve 32-foot buses and two 25-foot cutaway buses, does not reflect the small beach-town character of BCT and the Beach Cities. Under the new approach, when an existing 32-foot bus reaches the end of its useful life, it will be replaced by two smaller cutaway buses.

While full size buses provide higher capacity, they are less maneuverable on narrow streets and can feel imposing to first time riders. In contrast, cutaway buses are smaller, usually carrying 15 to 25 passengers, and are built on a truck chassis. These vehicles are more agile on narrow streets and provide a more approachable, community-friendly appearance. Cutaways also cost significantly less than full-size buses, allowing BCT to acquire more vehicles and increase service flexibility.

In addition to route and fleet enhancements, staff have implemented several service improvements aimed at improving reliability, customer convenience, and overall rider experience. Efforts are underway to improve on-time performance and there have been substantial improvements in real-time bus tracking with assistance from the California Integrated Travel Project (Cal-ITP), which provides more accurate and accessible online service information. Staff have also improved bus

pass accessibility by introducing a school-year student pass. This new pass option eliminates the need for parents to resubmit applications monthly. Staff are working to further simplify the bus pass application process and to expand customer service counter hours. Looking ahead, BCT is preparing to welcome contactless fare payment through the regional TAP system, with deployment anticipated in Spring 2026, further simplifying fare payment and improving ease of use for all riders.

To increase brand awareness and encourage youth ridership, staff are expanding social media engagement and community outreach efforts that emphasize BCT as a safe and reliable travel alternative for young riders. Outreach efforts highlight system safety performance, including the fact that BCT has experienced only two National Transit Database (NTD) reportable accidents since January 2024. Staff plan to use Instagram, in particular, to highlight recent and upcoming service improvements. By reinforcing safety, reliability, and accessibility, staff intends to build confidence among parents and students to support increased use of BCT services.

### **COORDINATION**

This report was coordinated by the Community Services Department.

### **FISCAL IMPACT**

The cost associated with the minor route adjustment includes a one-time expenditure of approximately \$6,000. Transit operations do not utilize General Fund resources, and sufficient funding is available in the Transit Division's FY 2025-26 Adopted Budget to cover the expense.

### **APPROVED BY:**

*Mike Witzansky, City Manager*



# Administrative Report

N.3., File # 26-0306

Meeting Date: 3/10/2026

**To:** MAYOR AND CITY COUNCIL  
**From:** MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

## **TITLE**

DISCUSSION AND POSSIBLE ACTION ON THE PLANNING COMMISSION'S RECOMMENDATIONS TO THE CITY COUNCIL ON THE DRAFT ZONING AMENDMENTS PROPOSED FOR ARTESIA AND AVIATION BOULEVARDS IN ASSOCIATION WITH THE GENERAL PLAN-LAND USE ELEMENT UPDATE

## **EXECUTIVE SUMMARY**

As part of the General Plan update, the City is evaluating modifications to the Land Use Element and Zoning Ordinance amendments to encourage redevelopment along Aviation and Artesia Boulevards. On January 6, 2026, the City Council reviewed draft Zoning Code amendments applying to properties located in the C-2 commercial and C-2-PD pedestrian-oriented commercial zones within the Artesia and Aviation Corridors Area Plan (AACAP). The proposed Zoning Code amendments would allow an increase in Floor Area Ratio (FAR) from 0.6 to 1.5 and include modifications to the development standards pertaining to architectural design, building height, allowed number of stories, and setback requirements. At the January 6, 2026 City Council meeting, staff also presented draft Rooftop Dining zoning regulations that would be applied to properties located within the AACAP. The City Council supported the draft amendments and provided the following direction, which was incorporated into the proposed revisions:

### **C-2 and C-2-PD AACAP**

1. Development standards should ensure a walkable environment is created that places the first-floor commercial at-grade.
2. Landscaping should be incorporated into projects to improve the aesthetic design.
3. Ensure design guidelines avoid over-advertised storefronts, promote high quality design, and avoid excessive lighting.

### **Rooftop Dining**

1. Permit rooftop dining through an Administrative Use Permit (AUP) process.
2. Limit rooftop dining to the AACAP to avoid delays and consider applying these regulations to other commercial zones at a later date.
3. Clarify that increased height allowed for accessory structures would also be allowed for elevators.
4. Establish privacy protections for adjacent residential properties with additional setbacks, buffers, and design treatments.
5. Ensure there are measures to mitigate potential lighting and noise impacts to adjacent properties.

On February 19, 2026, the Planning Commission was presented with the draft Code amendments to the C-2 and C-2-PD zones within the AACAP. The Planning Commission expressed support for the revitalization and redevelopment of the Artesia and Aviation corridors, including the proposal to increase the FAR allowance. The Planning Commission emphasized the importance of establishing standards that would ensure future developments have a high-quality design, are at the appropriate scale, and include pedestrian-oriented features at the ground level, consistent with the AACAP vision. The Planning Commission was also supportive of the draft Rooftop Dining regulations and agreed that if conditioned properly, it would contribute positively to the vibrancy of properties within the AACAP. The Planning Commission continued its review of the Rooftop Dining regulations.

Staff is presenting the Planning Commission's recommendations to the City Council and is seeking direction on future actions related to Rooftop Dining regulations.

## **BACKGROUND**

The Planning Commission reviewed the draft Zoning amendments at their February 19, 2026 meeting and made the following recommendations to the City Council as outlined below.

### **AACAP C-2 and C-2-PD Zone Amendments**

#### **Community Engagement and Visual Tools**

1. Prior to adopting the proposed amendments to the C-2 and C-2-PD development standards, initiate a public outreach visioning process to guide the development and design standards and build community buy-in.
2. As part of any public outreach visioning process, develop visual photo simulations to depict the changes in streetscape associated with the increase to a 1.5 FAR, three stories, and a maximum height of 45 feet.

#### **Development Standards**

3. Artesia Boulevard and Aviation Boulevard have different character and attributes and may warrant different development standards related to FAR, the number of stories, and height.
4. The maximum development potential for the lot should not be granted automatically, but instead should be contingent upon compliance with certain design criteria and potentially based on desired use of the upper floors.
5. All levels above the first-floor should have additional setbacks from the first level to reduce massing along the street frontage and negative canyonization and shadow effects.
6. Design standards should require variations in the wall planes of the front elevations for increased building articulation and added visual interest.
7. A first floor 10-foot front yard setback should be considered to provide a more engaging and walkable pedestrian environment that could incorporate additional area for outdoor dining and other street activation options.
8. The development standards should maintain the 10 percent usable public open space requirement for larger-sized lots.

### **Rooftop Dining**

#### **Community Engagement and Regulatory Review**

1. The rooftop dining regulations should be included with the visioning process that is recommended with the AACAP C-2 and C-2-PC amendments.
2. A Conditional Use Permit (CUP) should be required for the review of rooftop dining projects rather than an Administrative Use Permit.

#### Development Standards

3. The rooftop dining area should be included and calculated as commercial floor area and factor into the FAR for projects.
4. Consider increasing the setback to rooftop dining operations from 20 feet to 30 feet from a property line that is contiguous to a residential zone.
5. Structures for rooftop dining, including elevators, should be included in the maximum allowed height for the zone.

#### Aesthetics and Screening

6. Require rooftop dining areas be adequately set back and screened from residential uses.
7. Prohibit the use of rooftop dining areas for storage.

#### Mitigation and Operational Oversight

8. Noise mitigation should be incorporated into the project design with sound absorbing materials, sound walls, landscaping, and other sound limiting elements.
9. Ongoing noise monitoring should be conditioned and required of the restaurant operator to ensure noise levels do not exceed the noise regulations and address noise issues if they arise.
10. Hours of operation should be established in the permit to ensure late night impacts are mitigated.

#### Alternative Rooftop Uses

11. Consider the allowance of other uses on roofs like gardens/parks, recreational areas, and outdoor movies.

### **Assembly Bill 2011 Considerations**

It is important to note that the development standards on Artesia and Aviation Boulevards are impacted by recent changes to State Housing Law from Assembly Bill (AB) 2011, which applies independently of the City's General Plan and Zoning Ordinance as it pertains to housing projects. AB 2011 and AB 2243, which revised AB 2011 and became effective on January 1, 2025, have fundamentally changed the role of commercial zoning in housing production by mandating the ministerial approval of certain affordable housing projects and qualifying mixed-income projects located on commercially zoned properties fronting "commercial corridors." AB 2011 overrides local zoning and prohibits subjective design review, discretionary hearings, or California Environmental Quality Act (CEQA) review for qualifying projects.

Site eligibility requirements under AB 2011 depend on satisfying multiple requirements as outlined below.

The site must abut a commercial corridor, defined as a non-freeway street with a right-of-way between 70 and 150 feet. Additionally, the sites cannot contain or be adjacent to industrial uses or

contain tenant occupied housing within the last 10 years. Both Artesia and Aviation are AB 2011 qualified “commercial corridors” and are subject to the provisions of AB 2011.

An AB 2011 project must also include mixed-income housing projects that include at least 15% of the units for lower-income households.

In addition to “site criteria” and affordability requirements described above, AB 2011 prescribes a number of specific “development standards.”

These include allowable density, building height, setbacks, the amount of commercial square footage in a mixed-use project, and parking. For Artesia Boulevard, the AB 2011 development standards for a qualifying mixed-income project would generally be:

- Density: 30 units/acre (sites less than 1 acre); 60 units/acre (sites greater than 1 acre)
- Building Height: 45 feet
- Setbacks: 10 feet along street frontage; 0 foot side yards; 10 feet when adjacent to residential uses. Additional upper story setbacks are also required adjacent to residential uses (7 feet additional setback for each upper story)

State law also provides that “other” local objective zoning standards shall apply. These “other” development standards are determined by identifying the **closest** zoning district that allows multifamily residential at the density proposed by the project. For the Artesia and Aviation Corridors, this would be the MU-1 zoning standards.

As a result of AB 2011, even without the proposed local amendments allowing three stories and 45 feet in height, residential or mixed-use developments of four or potentially five stories could be constructed along the Artesia and Aviation Corridors, pursuant to state law.

### **COORDINATION**

This Administrative Report was prepared in coordination with the City Manager’s Office.

### **FISCAL IMPACT**

Funding for the preparation of this report and zoning amendments is available in the annual Operating Budget of the Community Development Department.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Reso - Planning Commission Resolution No. 2026-02-PCR-01
- Draft Amendments - Rooftop Dining Standards

**RESOLUTION NO. 2026-02-PCR-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL AMEND TITLE 10 CHAPTER 2 ZONING AND LAND USE OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO AMENDMENTS TO THE C-2 AND C-2-PD ZONES LOCATED ON PROPERTIES WITHIN THE ARTESIA AND AVIATION CORRIDORS AREA PLAN.**

WHEREAS, the City Council of the City of Redondo Beach at their duly noticed public hearing on December 8, 2020, adopted the “Artesia & Aviation Corridors Area Plan” (AACAP); and

WHEREAS, the purpose of the Artesia and Aviation Corridor Area Plan (AACAP) is to identify policy approaches and explicit actions that can be used by City staff or property owners to activate, energize, and revitalize the Artesia and Aviation Corridors in a coordinated and consistent manner; and

WHEREAS, the purpose and intention of the “Placemaking” within the Artesia and Aviation Corridor Area Plan are to encourage reinvestment and better serve community needs, ensure the continued stability of nearby residential neighborhoods, and provide a social anchor for North Redondo; and

WHEREAS, on August 5, 2025, the City Council held a meeting to discuss the City’s General Plan – Land Use Element update with a specific focus on policies related to the “revitalization of the Artesia and Aviation Corridor”. The City Council discussed, took public testimony, and considered numerous revitalization strategies, including but not limited to, increasing the Floor Area Ratio (FAR) for properties within the AACAP area from 0.6 to 1.5, potential mixed-use development within AACAP, development “caps” with increased FAR’s as incentives for early revitalization projects, reduced or eliminated open space requirements, and various additional future parking strategies. At the conclusion of all discussions and public comments, the City Council directed staff to move forward, as a priority item, with an amendment to the City’s Zoning Ordinance eliminating required parking for non-residential uses; and

WHEREAS, on January 6, 2026, staff presented a draft Zoning Ordinance for amendments to the C-2 and C-2-PD zones within the AACAP area for the City Council’s review and direction. City Council took public testimony, discussed the proposed ordinance, and provided the following direction to city staff:

1. Development standards should ensure a walkable environment is created that places the first-floor commercial level at-grade.
2. Landscaping should be incorporated into projects to improve the aesthetic design.
3. Ensure design guidelines intended avoid over-advertised storefronts, promote

- high quality design, and avoid excessive lighting
4. Update the City's sign ordinance in a future update.

WHEREAS, on February 19, 2026, the Planning Commission held a duly noticed public hearing and received a "report" (written and oral) from City staff that presented the proposed amendments to the C-2 and C-2-PD zones within the AACAP that included the City Council's general directions, took testimony from the public and other interested parties, deliberated, and made recommendations that the City Council consider prior to adoption of the proposed standards that are specifically identified in "SECTION 1." of the Planning Commission's "RESOLVE AS FOLLOWS" determination.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY FIND AS FOLLOWS:

#### SECTION 1. FINDINGS

1. The Planning Commission recommend that the City Council adopt environmental findings/exemptions that state additional regulations and/or amendments of existing C-2 and C-2-PD building intensity and development standards within the Artesia and Aviation Corridors were included in the scope of the Certified program Final Environmental Impact Report (FEIR) (State Clearinghouse No. 202305073) for the City's focused General Plan Update. Pursuant to CEQA Sections 15162 and 15168(c)(2)(e)(1) and (2) the program EIR adequately describes the proposed building intensity amendments for purposes of CEQA and would not result in new significant environmental effects or a substantial increase in the severity of previously identified impacts beyond those disclosed in the certified program FEIR. Furthermore, future development projects proposed pursuant to the amended development standards will be subject to project-level review in accordance with CEQA.
2. The proposed amendments to the Zoning ordinance are consistent with the General Plan.
  - a. Land Use Element Goal 1H: Continue and enhance existing commercial districts which contribute revenue to the City and are compatible with adjacent residential neighborhoods.
  - b. Land Use Element Policy 1.15.2: Publicly initiate and allow for the private sector development of municipal or shared parking lots, which incorporate bicycle storage facilities, along the street frontages to provide for joint use of adjacent commercial properties and allow for the incorporation of commercial uses into the structure along the street frontage (except for areas required for access).

- c. Land Use Element Objective 1.17: Provide for the development of uses which predominantly serve and are accessible to local residents, create a distinctive pedestrian activity area of the City, and are compatible with adjacent residential neighborhoods.
  - d. Land Use Element Policy 1.17.1: Accommodate a mix of commercial uses which provide for the needs of nearby residents (as defined by Policy 1.16.1) and enhance pedestrian activity on parcels designated as "C-2-PD".
  - e. Land Use Element Policy 1.17.3: Encourage the development of outdoor dining and other similar uses which do not impede pedestrian circulation on the sidewalks.
  - f. Land Use Element Policy 1.19: Provide for the development of uses which predominantly serve and are accessible to local residents and compatible with adjacent residential neighborhoods.
3. These amendments require a vote of the people under Article XXVII of the City Charter.

SECTION 2. RECITALS. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to Section 10-2.2504(e)(1) and (3) Zoning amendments, the Planning Commission recommends that the City Council adopt the amendments to the Redondo Beach Municipal Code pertaining to the C-2 and C-2-PD zones located on properties within the AACAP area as identified in SECTION 2. with the incorporation of the following additional considerations.

1. Prior to adopting the proposed amendments to the C-2 and C-2-PD development standards, initiate a public outreach visioning process to guide the development and design standards and build community buy-in.
2. As part of any public outreach visioning process develop visual photo simulations to depict the changes in streetscape associated with the increase to a 1.5 FAR, three stories, and a maximum height of 45 feet.
3. Artesia Boulevard and Aviation Boulevard have a different character and attributes and may warrant different development standards related to FAR, number of stories, and height.
4. The maximum development potential for the lot should not be granted automatically, but instead should be contingent upon compliance with certain design criteria and potentially based on desired use of the upper floors.

5. All levels above the first-floor should have additional setbacks from the first level to reduce massing along the street frontage and a canonization and negative shadow effect.
6. Design standards should require variations in the wall planes of the front elevations for increased building articulation and added visual interest.
7. A first floor 10-foot front yard setback should be considered to provide a more engaging and walkable pedestrian environment that could incorporate additional area for outdoor dining and other street activation options.
8. The development standards should maintain the 10 percent usable public open space requirement for larger-sized lots.

SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 2 (Zoning and Land Use) amending Sections 10-2.622 and 10-2.625 as follows:

**§ 10-2.622. Development standards: C-2 commercial zone.**

(a) ~~These standards shall apply to the C-2 zone with the exception of properties located~~ in the AACAP which are subject to the standards identified in subsection (k) below.

~~(a)(b)~~ (b) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 0.5 (see definition of floor area ratio in Section 10-2.402). ~~except within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council~~

~~1. The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed 0.6 (see definition of floor area ratio in Section 10-2.402).~~

~~(b)(c)~~ (c) Building height. No building or structure shall exceed a height of 30 feet (see definition of building height in Section 10-2.402).

~~(c)(d)~~ (d) Stories. No building shall exceed two stories (see definition of story in Section 10-2.402).

~~(d)(e)~~ (e) Setbacks. The minimum setback requirements shall be as follows:

1. Front setback. There shall be a minimum front setback of five feet the full width of the lot, except where a lot is contiguous to a residentially zoned lot fronting on the same street, in which case the required front setback shall be the same as required for the contiguous residential lot.

2. Side setback.

- a. There shall be a minimum side setback of 10 feet the full length of the lot on the street side of a corner or reverse corner lot.

- b. No side setback shall be required along the interior lot lines, except where the side lot line is contiguous to a residential zone, in which case the following standards shall apply:
  - 1. There shall be a minimum side setback of 20 feet the full length of the lot;
  - 2. The required side setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).
- 3. Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:
  - a. There shall be a minimum rear setback of 20 feet the full width of the lot;
  - b. The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

~~(e) Usable public open space within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council. For projects of 15,000 square feet of lot area or greater, spaces such as public plazas, public walkways and other public~~

~~(1) Public open space shall be accessible to the public and not be fenced or gated so as to prevent public access.~~

~~(2) Public open space shall be contiguous to the maximum extent feasible.~~

~~(3) Areas less than 10 feet in width may not count as public open space.~~

~~(4) The requirement of 10% public open space may be modified by the Community Development Director or assigned for projects developed on lots less than 20,000 square feet in size.~~

- (f) General regulations. See Article 3 of this chapter.
- (g) Parking regulations. See Article 5 of this chapter.
- (h) Sign regulations. See Article 6 of this chapter.
- (i) Landscaping regulations. See Article 7 of this chapter.
- (j) Procedures. See Article 12 of this chapter.

(k) Development Standards within the Artesia and Aviation Corridors Area Plan.

1. Purpose: The purpose of this subsection is to establish development standards specific to C-2 zoned properties located within the Artesia and Aviation Corridors Area Plan. The intention of these development standards is to foster and support the development of a vibrant, pedestrian-oriented corridor that balances commercial vitality with neighborhood compatibility, consistent with the adopted Artesia and Aviation Corridors Area Plan objectives. The Artesia and Aviation Corridors Area Plan includes properties along Artesia and Aviation Boulevard from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard.

2. Applicability: The development standards in this subsection apply only to properties located within the boundaries of the Artesia and Aviation Corridors Area Plan. All other areas outside the Artesia and Aviation Corridors Area Plan zoned C-2 shall continue to be regulated by subsections (a) through (j) above.

3. Development Standards for the Artesia and Aviation Corridors Area Plan:

a. Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5 (see definition of floor area ratio in Section 10-2.402).

b. Building height. No building or structure shall exceed a height of 45 feet (see definition of building height in Section 10-2.402).

c. Stories. No building shall exceed three stories (see definition of story in Section 10-2.402).

d. Setbacks.

1. Front setback

a. Minimum required. There shall be a minimum front setback of five feet the full width of the lot.

i. Buildings shall be oriented towards Artesia and Aviation Boulevard frontages and provide entrances from the sidewalk. Entrances can also be oriented towards courtyards and plazas provided the courtyard or plaza is oriented towards and accessed directly from Artesia and Aviation Boulevards.

ii. The placement of off-street parking in the front of the building may be authorized through approval of an Administrative Use Permit (AUP) as determined by the Community Development Director as identified in Municipal Code Section 10-2.1707(b)(2)(b)(1).

2. Side setback.
  - a. There shall be a minimum side setback of five feet the full length of the lot on the street side of a corner or reverse corner lot.
  - b. No side setback shall be required along the interior lot lines.
3. Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:
  - a. There shall be a minimum rear setback of 20 feet the full width of the lot;
  - b. The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).
4. Third story setback. Within the first 30 feet of property depth, all building elevations above the second floor along Artesia and Aviation Boulevard shall have a minimum average setback of five feet from the second floor building face.
- e. To promote a pedestrian-oriented and visually engaging streetscape, all first-floor commercial spaces shall have a minimum floor-to-ceiling dimension of 12 feet.
4. The following design standards and guidelines are required in addition to Artesia and Aviation Corridors Area Plan Guidelines for new structures and any addition of gross floor area of 1,000 square feet or more, whether attached or detached, to an existing commercial structure:
  - a. Architecture and design:
    1. Façade Materials: Projects shall incorporate high-quality materials that are consistent with and complementary of the building's architectural style. Materials such as vinyl, plastic, or similar less-quality materials as determined by the Community Development Director, or designee, are not permitted. Materials shall support a cohesive and visually refined design and be suitable for long-term durability. Acceptable materials including but not limited to, natural stone, brick, precast concrete, wood, and factory-finished metal panels (heavy-gauge only, in corrugated or flat sections, low reflectivity) are preferred.
    2. Specific design features and elements that should be incorporated into the projects design include the following:
      - a. Storefronts and Entrances:

- i. The storefront shall enhance the visual quality and character of the street and reflect the architectural style of the building while maintaining individuality.
  - ii. Provide continuous variety and make buildings appear unique while contributing to a cohesive, vibrant, and human-scaled environment.
  - iii. Provide incremental shifts in the wall plane, building material variation, and window patterns to create small shadows that give an impression of depth and texture.
  - iv. For retail uses a minimum of 70 percent of the first-floor fronting Artesia Boulevard or Aviation Boulevard shall consist of transparent materials such as glass or windows. Display windows should provide visual interest and pedestrian engagement (e.g., merchandise, art, interior activity) and encourage pedestrian activity through transparent, inviting facades.
  - v. Building entries should be at or near grade and oriented toward the street and clearly defined. Pedestrian entrances and windows should be the dominant elements on the public street façades. Consider using recessed entrances to create depth and shadow, and enhance the walkability and visual interest of the storefront area.
3. Corner Emphasis: Distinctive corner architectural treatments such as taller parapets, curved glazing, or tower elements to anchor intersections shall be incorporated into the design of the project.
4. Shade Structures: Consider incorporating awnings or canopies or architectural shading devices (louvers, trellises) along retail frontages or commercial spaces for shade and functional design.
  - a. Shade structures shall be designed to complement the primary building through consistent materials, color, form, and detailing. Materials shall be durable and result in longevity.
  - b. The size and shape of shade structures shall be proportionate to the building façade and the width of the bay or storefront they cover.
  - c. A minimum vertical clearance of eight feet above finished grade shall be provided for all elements that encroach into the public right-of-way or pedestrian areas.
  - d. Shade structures may encroach over public sidewalks or

pedestrian pathways, provided a minimum two-foot setback from the curb line is maintained at all times and an Encroachment Permit is obtained.

5. Lighting: The placement and style of lighting shall highlight architectural features and signage.

a. Lighting shall be designed and located to not project off-site or onto adjacent uses.

b. Lighting shall be warm, energy-efficient lighting for a welcoming nighttime appearance and pedestrian activity.

§ 10-2.625 Development standards: C-2-PD pedestrian-oriented commercial zone.

(a) These standards shall apply to the C-2-PD zone with the exception of properties located in the AACAP which are subject to the standards identified in subsection k below.

(ba) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 0.5 (see definition of floor area ratio in Section 10-2.402) ~~except within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council.~~

(1) ~~The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed 0.6 (see definition of floor area ratio in Section 10-2.402).~~

(cb) Building height. No building or structure shall exceed a height of 30 feet (see definition of building height in Section 10-2.402).

(de) Stories. No building shall exceed two stories (see definition of story in Section 10-2.402).

(ed) Setbacks. The minimum setback requirements shall be as follows:

(1) Front setback.

a. Minimum required. There shall be a minimum front setback of three five feet the full width of the lot, ~~except that display windows may project to the front property line, provided that the bottom of the projection is no less than three feet above the adjacent sidewalk grade.~~ However, where a lot is contiguous to a residentially zoned lot fronting on the same street, the required front setback shall be the same as required for the contiguous residential lot.

b. Maximum permitted. The front setback shall not exceed 10 feet for 50% of the linear frontage of the building, except areas contiguous with the structure and

used for outdoor dining or courtyards shall be exempt from this requirement. This setback area shall not be used for parking.

(2) Side setback.

a. There shall be a minimum side setback of 10 feet the full length of the lot on the street side of a corner or reverse corner lot.

b. No side setback shall be required along the interior lot lines, except where the side lot line is contiguous to a residential zone, in which case the following standards shall apply:

1. There shall be a minimum side setback of 20 feet the full length of the lot;

2. The required side setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

(3) Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

a. There shall be a minimum rear setback of 20 feet the full width of the lot;

b. The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

~~(e) Usable public open space within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council. For projects of 15,000 square feet of lot area or greater, spaces such as public plazas, public walkways and other public spaces of at least 10% of the F.A.R. shall be provided.~~

~~(1) Public open space shall be accessible to the public and not be fenced or gated so as to prevent public access.~~

~~(2) Public open space shall be contiguous to the maximum extent feasible.~~

~~(3) Areas less than 10 feet in width may not count as public open space.~~

~~(4) The requirement of 10% public open space may be modified by the Community Development Director or assigned for projects developed on lots less than 20,000 square feet in size.~~

(f) General regulations. See Article 3 of this chapter.

(g) Parking regulations. See Article 5 of this chapter.

(h) Sign regulations. See Article 6 of this chapter.

(i) Landscaping regulations. See Article 7 of this chapter.

(j) Procedures. See Article 12 of this chapter.

(k) Development Standards within the Artesia and Aviation Corridors Area Plan.

1. Purpose: The purpose of this subsection is to establish development standards specific to C-2-PD zoned properties located within the Artesia and Aviation Corridors Area Plan. The intention of these development standards is to foster and support the development of a vibrant, pedestrian-oriented corridor that balances commercial vitality with neighborhood compatibility, consistent with the adopted Artesia and Aviation Corridors Area Plan objectives. The Artesia and Aviation Corridors Area Plan includes properties along Artesia and Aviation Boulevard from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard.

2. Applicability: The development standards in this subsection apply only to properties located within the boundaries of the Artesia and Aviation Corridors Area Plan. All other areas outside the Artesia and Aviation Corridors Area Plan zoned C-2 shall continue to be regulated by subsections (a) through (j) above.

3. Development Standards for the Artesia and Aviation Corridors Area Plan:

a. Floor Area Ratio FAR: The FAR shall not exceed 1.5.

b. Height: No building or structure shall exceed a height of 45 feet.

c. Stories. No building shall exceed three stories (see definition of story in Section 10-2.402).

d. Setbacks.

1. Front setback.

a. Minimum required. There shall be a minimum front setback of five feet the full width of the lot.

b. Maximum permitted. The front setback shall not exceed 10 feet for 50% of the linear frontage of the building, except areas contiguous with the structure and used for outdoor dining or courtyards shall be exempt from this requirement. This setback area shall not be used for parking.

i. Buildings shall be oriented towards Artesia and Aviation Boulevard frontages and provide entrances from the sidewalk. Entrances can also be oriented towards courtyards and plazas provided the courtyard or plaza is oriented towards and

accessed directly from Artesia and Aviation Boulevards.

2. Side setback.

a. There shall be a minimum side setback of five feet the full length of the lot on the street side of a corner or reverse corner lot.

b. No side setback shall be required along the interior lot lines

3. Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

a. There shall be a minimum rear setback of 20 feet the full width of the lot;

b. The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

4. Third story setback. Within the first 30 feet of property depth, all building elevations above the second floor shall have a minimum average setback of five feet from the second floor building face.

e. To promote a pedestrian-oriented and visually engaging streetscape, all first-floor commercial spaces shall have a minimum floor-to-ceiling dimension of 12 feet.

4. The following design standards and guidelines are required in addition to Artesia and Aviation Corridors Area Plan Guidelines for new structures and any addition of gross floor area of 1,000 square feet or more, whether attached or detached, to an existing commercial structure:

a. Architecture and design:

1. Façade Materials: Projects shall incorporate high-quality materials that are consistent with and complementary of the building's architectural style. Materials such as vinyl, plastic, or similar less-quality materials as determined by the Community Development Director, or designee, are not permitted. Materials shall support a cohesive and visually refined design and be suitable for long-term durability. Acceptable materials including but not limited to, natural stone, brick, precast concrete, wood, and factory-finished metal panels (heavy-gauge only, in corrugated or flat sections, low reflectivity) are preferred.

2. Specific design features and elements that should be incorporated into the projects design include the following:

a. Storefronts and Entrances:

- i. Provide continuous variety and make buildings appear unique while contributing to a cohesive, vibrant, and human-scaled environment.
  - ii. Provide incremental shifts in the wall plane, building material variation, and window patterns to create small shadows that give an impression of depth and texture.
  - iii. For retail uses a minimum of 70 percent of the first-floor fronting Artesia Boulevard or Aviation Boulevards shall consist of transparent materials such as glass or windows. Display windows should provide visual interest and pedestrian engagement (e.g., merchandise, art, interior activity) and encourage pedestrian activity through transparent, inviting facades.
  - iv. Building entries should be at or near grade and oriented toward the street and clearly defined. Pedestrian entrances and windows should be the dominant elements on the public street façades. Consider using recessed entrances to create depth and shadow, and enhance the walkability and visual interest of the storefront area.
3. Corner Emphasis: Distinctive corner architectural treatments such as taller parapets, curved glazing, or tower elements to anchor intersections shall be incorporated into the design of the project.
4. Shade Structures: Consider incorporating awnings or canopies or architectural shading devices (louvers, trellises) along retail frontages or commercial spaces for shade and functional design.
  - a. Shade structures shall be designed to complement the primary building through consistent materials, color, form, and detailing. Materials shall be durable and result in longevity.
  - b. The size and shape of shade structures shall be proportionate to the building façade and the width of the bay or storefront they cover.
  - c. A minimum vertical clearance of eight feet above finished grade shall be provided for all elements that encroach into the public right-of-way or pedestrian areas.
  - d. Shade structures may encroach over public sidewalks or pedestrian pathways, provided a minimum two foot setback from the curb line is maintained at all times and an Encroachment Permit is obtained.
5. Lighting: The placement and style of lighting shall highlight architectural features and signage.
  - a. Lighting shall be designed and located to not project off-site or onto adjacent uses.

b. Lighting shall be warm, energy-efficient lighting for a welcoming nighttime appearance and pedestrian activity.

SECTION 3. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The Planning Commission recommends that the City Council shall declare that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

FINALLY RESOLVED, that the Planning Commission forward a copy of this resolution to the City Council so the Council will be informed of the action of the Planning Commission.

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Wayne Craig, Chair  
Planning Commission  
City of Redondo Beach

ATTEST:

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

I, Sean Scully of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2026-02-PCR-01 was duly passed, approved and adopted by the Planning Commission of the City of Redondo Beach, California, at a regular meeting of said Planning Commission held on the 19<sup>th</sup> day of February, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sean Scully  
Planning Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

## **Rooftop Dining Standards – Draft Amendments**

Rooftop Dining Draft SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 2 (Zoning and Land Use) amending Section 10-2.1642 as follows:

§ 10-2.1642. Rooftop Dining Use and Regulations.

- a) Purpose. The purpose of this section is to manage the development and operation of rooftop dining in order to enhance placemaking opportunities in commercial districts and simultaneously prevent adverse impacts; ensure compatibility with surrounding land uses; protect nearby businesses and residential neighborhoods from noise, lighting, and operational impacts; and maintain a healthy and balanced mix of commercial uses.
- b) An Administrative Use Permit is required. Rooftop Dining shall be subject to the approval of an Administrative Use Permit pursuant to Section 10-2.2506.
- c) Criteria: Rooftop Dining shall be permitted only in the following zones, subject to approval of an Administrative Use Permit:
  - (1) The C-2 and C-2-PD zones, for properties located within the boundaries of the AACAP.
    - b. Capacity and Design
      1. The rooftop dining area shall be designed, managed, operated, and maintained as an integral part of an associated permitted restaurant.
      2. The rooftop dining area and structures (railing, shade structures, etc.) shall be architecturally compatible with and integrated into the structure. Additional temporary accessory structures including arbors and sunshades are permitted with the approval of the Community Development Director or designee.
      3. The maximum number of occupants shall be determined based on the square footage, exits, facilities, and available parking (with the exception of the AACAP for parking standards), as evaluated through the Administrative Use Permit and the Building Official.
      4. Rooftop furniture and décor shall be weather-resistant, and be maintained in good condition.
      5. Standards for the rooftop dining structures (non-furniture) include the following:
        - i. Ancillary rooftop structures shall not exceed a height of 10 feet above the roof surface, and zoning height limit, with approval from the Community Development Director. Elevators are exempt from this height limit and shall be at the minimum height necessary to comply with the Building Code.

- ii. Structures shall maintain a minimum setback of five feet from all roof edges or parapets.
  - iii. Rooftop dining operations shall be setback 20 feet from a property line that is contiguous to a residential zone.
- c. Noise
  - 1. An acoustical analysis may be required to address potential impacts on adjacent residential or sensitive uses, subject to the determination by the Community Development Director.
  - 2. The Administrative Use Permit application for a rooftop dining shall include a noise mitigation plan that details the rooftop dining improvements, layout, and operations to ensure compliance with the Noise Ordinance. The noise mitigation plan shall include, but not be limited to, the following information and shall be incorporated in to the Administrative Use Permit conditions of approval:
    - i. A detailed layout of the rooftop dining and entertainment areas (if applicable), including seating arrangements, mechanical equipment, speaker locations, and any “back of house” (kitchen/staffing areas);
    - ii. Proposed hours of operation for the rooftop dining and any outdoor music or entertainment;
    - iii. Identification of any proposed amplified sound sources, including specifications and speaker location and direction;
    - iv. Description of proposed physical or operational noise control measures such as barriers, enclosures, sound-absorptive materials, or sound limiting systems; and
    - v. Procedures for ongoing noise monitoring, and response protocol to address noise complaints.
- d. Operation
  - 1. Rooftop dining hours of operation shall not exceed those authorized under the Administrative Use Permit.
  - 2. No rooftop dining area shall serve alcoholic beverages unless such rooftop dining area provides full food service.
  - 3. A Temporary Use Permit shall be obtained for any special events utilizing the use of the roof top restaurant per Municipal Code Section 10-2.2520(a).
- e. Lighting
  - 1. Rooftop lighting shall be downward-facing, shielded, and designed to not spill or direct glair onto adjacent properties while also providing a sufficient level of illumination for safety, access, and security purposes.

2. Lighting shall not blink, flash, oscillate, or be of unusually high intensity or brightness.
  3. The rooftop dining plans shall include a lighting plan that identifies the location, intensity, shielding, and direction of rooftop lighting.
- f. Screening and Privacy
1. Landscaping, screening walls, or other features may be required to protect the privacy of adjacent uses.
  2. Mechanical equipment shall be screened in compliance with Municipal Code Section 10-2.1530.
- g. Smoking
1. Smoking is prohibited on rooftop dining areas.
- h. Parking
1. The required parking for rooftop dining is regulated by Municipal Code Section 10-2.1706(a)(3), stating no additional parking is required for the first 12 seats or a number of outdoor seats equivalent to 25 percent of the number of indoor seats, whichever is greater. Thereafter, one parking space shall be provided for every six seats. No parking is required for rooftop dining areas located within the Artesia and Aviation Corridors Area Plan (AACAP) boundary as identified in Municipal Code Section 10-21707(b).
- i. Additional Administrative Use Permit Criteria.
1. In addition to the standard criteria to evaluate Administrative Use Permits, as identified in Municipal Code Section 10-2.2507(b), the additional criteria listed below shall be used in determining a project's consistency with the intent and purpose of this section:
    - i. The proposed rooftop dining area supports and enhances the vibrancy and economic activity of the surrounding area.
    - ii. The proposed design, location, and operation of the rooftop dining area minimizes potential noise, privacy, and light spillover impacts on adjacent properties.
    - iii. The proposed rooftop dining is compatible with surrounding properties and uses.
- j. Standard Conditions
- a. The conditions stated in the resolution or design considerations integrated into the project shall be deemed necessary to ensure the rooftop dining use is compatible with adjacent uses and protects the public health, safety, and general welfare. Such conditions may include, but shall not be limited to:
    1. Hours of operation: Rooftop dining hours of operation shall be established in the Administrative Use Permit and shall consider

adjacent uses and sensitive noise receptors when establishing the hours of operation.

2. Noise Mitigation Plan: The noise mitigation plan shall ensure that noise associated with rooftop dining does not impact adjacent uses. The noise mitigation plan may include specifics like the days and hours for the rooftop dining area, music and/or entertainment, noise regulating/monitoring systems, speaker locations, etc. The noise mitigation plan shall be incorporated into the conditions of approval for the Administrative Use Permit. The Community Development Director may require a noise study be completed by a licensed Acoustical Engineer, if determined necessary.
3. Lighting: All lighting for the rooftop dining shall be directed downward and shall not spill or direct glare onto adjacent properties.
4. Capacity and Layout: The occupancy and seating for the rooftop dining shall be set by the Building Division and the available parking for the property, if applicable.
5. Safety and Access: Rooftop access shall be limited to customers and staff through controlled interior access points. The use shall comply with California Building Code requirements for guardrails, fire separation, and occupancy loads.

d) Administrative Review and Enforcement

- 1) The Community Development Director, or designee, may require the operator to conduct a noise study and/or amend the noise mitigation plan if noise impacts are identified during the ongoing operation of the business.
- 2) The City may revoke or modify an Administrative Use Permit for rooftop dining if it is determined that the use creates a public nuisance, violates the Administrative Use Permit conditions, or impacts surrounding uses.
- 3) Regular compliance inspections may be conducted.