CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, April 14, 2026

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

THE CITY COUNCIL WILL MEET PUBLICLY 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.

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

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

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

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

A. CALL MEETING TO ORDER

B. ROLL CALL

C. 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 - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
Harold Eng v. SPCAL, LLC; City of Redondo Beach; City of Torrance; and DOES 1 to 25, inclusive
Case Number: 26TRCV00857

F.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
Neel Karia v. City of Redondo Beach Police Department et al.
Case Number: 26TRCV00002

F.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
Derryl Minner v. City of Redondo Beach
Case Number: 26STCP01072

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

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

F.5. 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
Luke Smude, Assistant to the City Manager
Jon Goetz, Redwood Public Law

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

F.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

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

D.1. MAYOR'S PROCLAMATION OF APRIL 19-25, 2026 AS NATIONAL LIBRARY WEEK IN REDONDO BEACH

E. APPROVE ORDER OF AGENDA

F. AGENCY RECESS

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

F.2. PARKING AUTHORITY - REGULAR MEETING - CANCELLED

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 APRIL 14, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. MARCH 3, 2026 ADJOURNED AND REGULAR MEETING
B. MARCH 10, 2026 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30580-30589 IN THE AMOUNT OF $16,184.56, PD. 3/27/26
DIRECT DEPOSIT 309279-309926 IN THE AMOUNT OF $2,421,288.73, PD. 3/27/26
EFT/ACH $11,120.18, PD. 3/13/26 (PP2606)
EFT/ACH $496,185.65, PD. 3/23/26 (PP2605)

ACCOUNTS PAYABLE DEMANDS
CHECKS 124074-124251 IN THE AMOUNT OF $2,388,269.89

EFT CALPERS MEDICAL INSURANCE $570,279.25
EFT LA COUNTY DEPT OF PUBLIC HEALTH $43,000.00
EFT CITYGATE ASSOCIATES, LLC $2,418.75 (INVOICE #32061)
DIRECT DEPOSIT 100010329-100010416 IN THE AMOUNT OF $109,632.47, PD.4/1/26
REPLACEMENT DEMANDS 124072-124073

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE A CHECK-IN CENTER PLAN AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR USE OF THE REDONDO BEACH PERFORMING ARTS CENTER PARKING LOT (5 SPACES) FOR ELECTION WORKERS TO CHECK IN ELECTION MATERIALS FOR THE JUNE 2, 2026 STATEWIDE DIRECT PRIMARY ELECTION AT NO COST AND THE TERM MAY 23, 2026 TO JUNE 2, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

2. APPROVE AN AGREEMENT WITH CHAMP CAMP LLC FOR YOUTH SKATEBOARDING INSTRUCTION CLASSES AND CAMPS AT PAD 10 SKATE PARK IN AN AMOUNT NOT TO EXCEED $34,900 FOR THE TERM APRIL 15, 2026 TO APRIL 14, 2027 WITH TWO AUTOMATIC ONE-YEAR EXTENSIONS

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

3. APPROVE A CONSENT TO ASSIGNMENT OF THE AGREEMENT WITH HADRONEX, INC. DBA SMARTCOVER SYSTEMS TO BADGER METER, INC. FOR WASTEWATER MONITORING AND REPAIR SERVICES WITH NO CHANGE IN COMPENSATION AND FOR THE EXISTING TERM THROUGH DECEMBER 31, 2029

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

4. APPROVE AN AGREEMENT WITH FOSTER & FOSTER CONSULTING ACTUARIES, INC. FOR POST EMPLOYMENT BENEFITS ACTUARIAL SERVICES IN AN AMOUNT NOT TO EXCEED $26,000 FOR THE TERM APRIL 15, 2026 TO DECEMBER 31, 2027

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

5. APPROVE AN AMENDMENT TO THE AGREEMENT WITH COMMERCIAL BUILDING MANAGEMENT (CBM) INCORPORATED FOR JANITORIAL SERVICES IN CITY FACILITIES TO REFLECT THE CORRECT REGISTERED NAME OF THE ENTITY, WITH NO CHANGE IN COST OR TERM

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.6. APPROVE FUNDING AGREEMENT #9200000000M460115 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY IN THE AMOUNT OF $4,000,000 FOR THE RIVIERA VILLAGE PEDESTRIAN AND MULTI-MODAL ENHANCEMENTS PROJECT

FOR PRELIMINARY ENGINEERING, ENVIRONMENTAL REVIEW, AND PROJECT DESIGN

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. APPROVE FUNDING AMENDMENT NO. 3 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY PROVIDING AN ADDITIONAL $300,000 FOR THE FINAL INTERSECTIONS INCLUDED IN THE TRAFFIC SIGNAL COMMUNICATION AND NETWORK SYSTEM - PHASE 1 PROJECT, BRINGING THE PROJECT FUNDING TOTAL TO $5,300,000

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2604-018 OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE DESCRIBING THE MAINTENANCE AND IMPROVEMENT OF STREET LIGHTS AND LANDSCAPING IN THE CITY OF REDONDO BEACH, CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.9. APPROVE CITY COMMISSION APPLICATION DEADLINES FOR NEW TERMS AS FOLLOWS:

1. THAT THE CITY COUNCIL SET THURSDAY, JUNE 11, 2026, AT 5:30 P.M AS THE DEADLINE FOR RECEIVING APPLICATIONS (http://www.redondo.org/commissionapp) FOR APPOINTMENT TO CITY COMMISSIONS;

2. THAT A NOTICE REGARDING ALL VACANCIES BE PUBLISHED IN THE OFFICAL NEWSPAPER OF THE CITY OF REDONDO BEACH, POSTED AT CITY HALL'S BULLETIN BOARD OUTSIDE NEAR THE COUNCIL CHAMBERS AND ON THE CITY'S WEBSITE;

3. THAT A MEETING BE SCHEDULED ON TUESDAY, JULY 14, 2026, AT 6:00 P.M. TO INTERVIEW APPLICANTS FOR VACANT POSITIONS;

4. THAT COUNCILMEMBERS SUBMIT THEIR RECOMMENDATIONS FOR APPOINTMENT TO THE MAYOR BY THURSDAY, AUGUST 6, 2026;

5. THAT THE MAYOR MAKE COMMISSION APPOINTMENTS AT THE REGULAR CITY COUNCIL MEETING OF TUESDAY, AUGUST 11, 2026, AT 6:00 P.M.; AND

6. THAT THE CITY CLERK ADMINISTER THE OATH OF OFFICE TO NEW AND RETURNING COMMISSIONERS AT THE REGULAR CITY COUNCIL MEETING OF TUESDAY, SEPTEMBER 1, 2026, AND THAT THE CITY CLERK SCHEDULE A COMMISSIONERS' ORIENTATION TO BE HELD ON TUESDAY, SEPTEMBER 29, 2026.

CONTACT: ELEANOR MANZANO, CITY CLERK

H.10. AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT TO ASSEMBLY BILL 2741, WHICH IF APPROVED BY THE STATE, WOULD PROMPT A REEVALUATION OF HOW THE STATE ASSESSES LOCAL ZONING TOOLS AND HOW CITIES REGAIN COMPLIANCE WITH STATE HOUSING PLANNING REQUIREMENTS

AUTHORIZE THE MAYOR TO SIGN A LETTER OF OPPOSITION UNLESS AMENDED TO SENATE BILL 866, WHICH IF APPROVED BY THE STATE, WOULD REQUIRE CITIES TO ADD ADDITIONAL HOMELESSNESS REPORTING REQUIREMENTS TO THEIR HOUSING ELEMENTS

RECEIVE AND FILE A LETTER OF SUPPORT TO THE LOS ANGELES COUNTY BOARD OF SUPERVISORS MOTION TO REFORM AND INTEGRATE MENTAL HEALTHCARE WITHIN THE LOS ANGELES COUNTY HOMELESS SERVICES SYSTEM

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

H.11. APPROVE AN AGREEMENT FOR THE PURCHASE OF JUSTFOIA PUBLIC RECORDS REQUEST MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES FROM MCCI LLC FOR A THREE-YEAR TERM WITH A TOTAL NOT TO EXCEED COST OF $71,142

CONTACT: ELEANOR MANZANO, CITY CLERK
MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

H.12. APPROVE THE PURCHASE OF ONE 2026 CASE BACKHOE MODEL 580SN 4WD FROM SONSRAY MACHINERY FOR USE BY THE PUBLIC WORKS DEPARTMENT FOR A TOTAL COST OF $180,383

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.13. ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2604-015, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2025-2026 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE $17,108 IN DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY ("CALRECYCLE") GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.14. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2604-016, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DELEGATING AUTHORITY TO THE CITY MANAGER OR THEIR DESIGNEE, TO ESTABLISH ADMINISTRATIVE PROCEDURES AND PROVIDE NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATIONS REGARDING CONTRACTING FOR SERVICES UNDER AB 339

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.15. APPROVE AN AMENDMENT TO THE AGREEMENT WITH C J CONCRETE CONSTRUCTION, INC. FOR SIDEWALK REPAIR SERVICES INCREASING THE CONTRACT AMOUNT BY $600,000 FOR A NEW TOTAL NOT TO EXCEED $1,180,000

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.16. RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

CONTACT: JOY A. FORD, CITY ATTORNEY

H.17. APPROVE THE LEGAL SERVICES AGREEMENT WITH COVINGTON & BURLING, LLP FOR LEGAL SERVICES

CONTACT: JOY A. FORD, CITY ATTORNEY

H.18. APPROVE AN AMENDMENT TO THE AGREEMENT WITH PEGASUS STUDIOS TO ADD $100,800 IN FUNDING TO CONTINUE AUDIO/VISUAL SERVICES FOR THE LIVE BROADCASTING OF ALL CITY COUNCIL, COMMISSION, AND SPECIAL MEETINGS AND TO EXTEND THE TERM FOR AN ADDITIONAL YEAR THROUGH APRIL 16, 2027

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

H.19. 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 CHRISTOPHER YATES FOR A PERFORMANCE AND ACTIVITY SUPPORTING THE CITY BIRTHDAY CELEBRATION SCHEDULED TO TAKE PLACE ON APRIL 26, 2026 AT THE REDONDO BEACH HISTORICAL MUSEUM

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.20. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2604-017, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE PART-TIME EMPLOYMENT POLICY AND PAY PLAN FOR PART-TIME EMPLOYEES

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.21. 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 THE NORTH REDONDO BEACH BUSINESS ASSOCIATION FOR THE SPRINGFEST REDONDO BEACH COMMUNITY FESTIVAL TO TAKE PLACE APRIL 16-19, 2026 AT THE REDONDO BEACH PERFORMING ARTS CENTER

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.22. APPROVE AN AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. (KMA) TO PROVIDE CONSULTING SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT TO ASSIST THE CITY IN DOCUMENTING THE AFFORDABLE HOUSING AGREEMENT TERMS FOR THE 43-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT PROJECT LOCATED AT 122 AND 126 NORTH PACIFIC COAST HIGHWAY FOR AN AMOUNT NOT TO EXCEED $30,000 (PAID BY THE DEVELOPER) AND THE TERM APRIL 14, 2026 THROUGH APRIL 13, 2027

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT 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

L.1. PUBLIC HEARING TO SOLICIT INPUT ON THE PUBLIC SERVICE GRANT RECOMMENDATIONS AND THE DRAFT FISCAL YEAR 2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

PROCEDURE:
a. Open the Public Hearing and take testimony;
b. Solicit input on the public service grant recommendations and the draft FY 2026-27 Annual Action Plan; and
c. Continue the Public Hearing to May 12, 2026

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF FEE WAIVERS FOR THE NORTH REDONDO BEACH CERTIFIED FARMERS MARKET TO BE HELD ON GREEN LANE IMMEDIATELY SOUTH OF ARTESIA BOULEVARD

CONTACT: JANE CHANG, ASSISTANT TO THE CITY MANAGER
ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

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

Name of case:

Harold Eng v. SPCAL, LLC; City of Redondo Beach; City of Torrance; and DOES 1 to 25, inclusive
Case Number: 26TRCV00857

R.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
Neel Karia v. City of Redondo Beach Police Department et al.
Case Number: 26TRCV00002

R.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
Derryl Minner v. City of Redondo Beach
Case Number: 26STCP01072

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

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

R.5. 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
Luke Smude, Assistant to the City Manager
Jon Goetz, Redwood Public Law

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

R.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of Case:

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

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

T.1. ADJOURN IN MEMORY OF DEBBIE HANNON, FORMER COMMISSIONER AND LONG TIME RESIDENT

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

Administrative Report

F.1., **File #** 26-0427 **Meeting Date:** 4/14/2026

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

Name of case:
Harold Eng v. SPCAL, LLC; City of Redondo Beach; City of Torrance; and DOES 1 to 25, inclusive
Case Number: 26TRCV00857

Administrative Report

F.2., **File #** 26-0428 **Meeting Date:** 4/14/2026

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

Name of case:
Neel Karia v. City of Redondo Beach Police Department et al.
Case Number: 26TRCV00002

Administrative Report

F.3., **File #** 26-0429 **Meeting Date:** 4/14/2026

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

Name of case:
Derryl Minner v. City of Redondo Beach
Case Number: 26STCP01072

Administrative Report

F.4., **File #** 26-0442 **Meeting Date:** 4/14/2026

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

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

Administrative Report

F.5., **File #** 26-0445 **Meeting Date:** 4/14/2026

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
Luke Smude, Assistant to the City Manager
Jon Goetz, Redwood Public Law

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

Administrative Report

R.6., **File #** 26-0466 **Meeting Date:** 4/14/2026

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

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

Administrative Report

D.1., **File #** 26-0348 **Meeting Date:** 4/14/2026

TITLE

MAYOR'S PROCLAMATION OF APRIL 19-25, 2026 AS NATIONAL LIBRARY WEEK IN REDONDO BEACH

Administrative Report

F.1., **File #** 26-0252 **Meeting Date:** 4/14/2026

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, APRIL 14, 2026 - 6:00 P.M.
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET

The Community Financing Authority, a joint powers authority was formed on January 31, 2012, for the purpose of assisting in providing financing, for purposes which are authorized by law and which could finance, lease, own, operate and maintain public capital improvements for any of its members, or to be owned by any of its members.

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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

C. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Authority Members may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion following Oral Communications.

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of April 14, 2026.

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

C3. APPROVAL OF MINUTES

a. Regular Meeting of March 3, 2026.

C4. APPROVAL OF CHECK NUMBERS 000581-000584 IN THE AMOUNT OF $37,453.95.

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, May 5, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis. An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

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

REDONDO BEACH

City Clerk
415 Diamond Street
Redondo Beach CA 90277

Tel: 310.318.0656

Redondo.org

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

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations indicated below.

Legislative Body	Community Financing Authority
Posting Type	Regular Meeting Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	April 14, 2026 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk
Redondo Beach Community Financing Authority

Date: April 10, 2026

MOTION TO READ BY TITLE ONLY

and waive further reading of all

Ordinances and Resolutions on the Agenda.

Recommendation - Approve

REGULAR MEETING OF THE REDONDO BEACH COMMUNITY FINANCING AUTHORITY

CALL MEETING TO ORDER

Chair Light called a Regular Meeting of the Redondo Beach Community Financing Authority (RBCFA) to order at 6:53 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

RBCFA Members Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Chair Light
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney

A. APPROVAL OF ORDER OF AGENDA

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

Motion carried 5-0 by voice vote.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION - None

B.1. BLUE FOLDER ITEMS – None

C. CONSENT CALENDAR

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of March 3, 2026.

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

C3. APPROVAL OF MINUTES
a. Regular Meeting of February 3, 2026.

C4. APPROVAL OF CHECK NUMBERS 000579-000580 IN THE AMOUNT OF $3,222.12.

Motion by Member Obagi, seconded by Member Waller, to approve items C1 through C4 on the Consent Calendar.

Chair Light invited public comments.

City Clerk Manzano reported no eComments and no one online.

Motion carried 5-0 by voice vote.

D. EXCLUDED CONSENT CALENDAR ITEMS – None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Chair Light asked if anyone from the public wanted to comment on Non-Agenda Items.

City Clerk Manzano reported no one online and no eComments.

F. EX PARTE COMMUNICATIONS - None

G. PUBLIC HEARINGS - None

H. OLD BUSINESS - None

I. NEW BUSINESS - None

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 6:54 P.M.

There being no further business to come before the Redondo Beach Community Financing Authority, Member Castle motioned, seconded by Member Kaluderovic, to adjourn the meeting at 6:54 p.m.

Motion carried 5-0 by voice vote.

The next meeting of the Redondo Beach Community Financing Authority will be a Regular Meeting to be held at 6:00 p.m. on Tuesday, April 7, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

Respectfully submitted,

_____

Eleanor Manzano, CMC
City Clerk

Administrative Report

Authority Action Date: April 14, 2026

To: **CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY**

From: **STEPHANIE MEYER, FINANCE DIRECTOR**

Subject: **CHECK APPROVAL**

RECOMMENDATION

Approve check numbers 000581-000584 in the total amount of $37,453.95.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check 000581 in the amount of $1,212.54, 000582 in the amount of $1,430.19, 000583 in the amount of $657.47, and 000584 in the amount of $34,153.75 for a total amount of $37,453.95 to reimburse the City for expenses paid by the City on behalf of the Community Financing Authority.

BACKGROUND

The Redondo Beach Public Financing Authority ("PFA"), a joint powers authority, was formed on June 25, 1996, to provide financing for capital improvement projects. The former Redevelopment Agency of the City Redondo Beach, now known as the Successor Agency ("Agency"), joined with the City to form the PFA. The PFA operated rental property and issued bonds to provide funds for public capital improvements. The PFA has the same governing board as the City, which also performs all accounting and administrative functions for the PFA. With the elimination of the City's Redevelopment Agency, the Public Financing Authority has been renamed the Community Financing Authority ("CFA").

In 1997, the City leased the Pier pad known as 500 Fisherman's Wharf to the PFA. The PFA leased the site and acts as building owner and landlord to its tenant, RUI One Corp. ("RUI" dba Kincaid's). In negotiating the lease, the City was to own the building, but did not have the funding available to build the building. RUI had the ability to build the restaurant building at a lower cost than the City, and the PFA was able to obtain a loan to purchase the building. Thus, RUI built the restaurant building and the PFA utilized loan funds to purchase the building from RUI at completion.

Per the lease agreement, the City is responsible for the cost of monthly service costs for water, sewer, and trash; possessory interest taxes; common area expenses as defined;

and the repairs to the structural portions of the Building. On a monthly basis, the City is reimbursed for such expenses by the CFA.

Payments to the City of Redondo Beach on check numbers 000581, 000582, and 000583 are for the February 2026 Water Utilities bill ($1,212.54), the March 2026 Water Utilities bill ($1,430.19), and January - March 2026 sewer fees ($657.47), respectively. Check number 000584 is for the FY 2025-26 Midyear Internal Service Fund (ISF) reimbursement ($34,153.75), which captures expenses not reimbursed during Q1 and Q2 of FY 2025-26.

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check number 000581 to 000584 total $37,453.95.

Submitted by:
Stephanie Meyer, Finance Director

Approved for forwarding by:
Mike Witzansky, City Manager

Attachment:

- Summary Check Register

COMMUNITY FINANCING AUTHORITY
Summary Check Register

DATE	CHECK NO		AMOUNT	PAYEE	DESCRIPTION
04/14/26	000581	$	1,212.54	City of Redondo Beach	Reimbursement (Water Utility)-February 2026
04/14/26	000582	$	1,430.19	City of Redondo Beach	Reimbursement (Water Utility)-March 2026
04/14/26	000583	$	657.47	City of Redondo Beach	Sewer Fee (January - March 2026)
04/14/26	000584	$	34,153.75	City of Redondo Beach	Reimbursement FY25-26 Midyear ISF Allocation
		$	**37,453.95**		

Administrative Report

F.2., **File #** 26-0444 **Meeting Date:** 4/14/2026

TITLE
PARKING AUTHORITY - REGULAR MEETING - CANCELLED

NOTICE OF CANCELLED MEETING
PARKING AUTHORITY

NOTICE IS HEREBY GIVEN THAT THE REGULAR PARKING AUTHORITY MEETING SCHEDULED FOR APRIL 14, 2026 AT 6:00 P.M. HAS BEEN CANCELLED DUE TO LACK OF BUSINESS.

ELEANOR MANZANO

City Clerk

Administrative Report

G.1., **File #** 26-0457 **Meeting Date:** 4/14/2026

TITLE

For Blue Folder Documents Approved at the City Council Meeting

Administrative Report

H.1., **File #** 26-0458 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF APRIL 14, 2026

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations indicated below.

Legislative Body	City Council	
Posting Type	Adjourned Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers	
Meeting Date & Time	April 14, 2026	4:30 p.m. Closed Session 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk

Date: April 10, 2026

Administrative Report

H.2., **File #** 26-0456 **Meeting Date:** 4/14/2026

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 #** 26-0393 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

A. MARCH 3, 2026 ADJOURNED AND REGULAR MEETING
B. MARCH 10, 2026 ADJOURNED AND REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk

Minutes
Redondo Beach City Council
Tuesday, March 3, 2026
Closed Session – Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi arrived at 4:44pm, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison

C. SALUTE TO THE FLAG AND INVOCATION - None

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS - None

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

Liaison Bodkin reported no eComments and no Zoom attendees.

F. RECESS TO CLOSED SESSION –

F.1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
City of Redondo Beach, et al. v. California State Water Resources Control Board Case Number: 20STCP03193

F.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government

Code Section 54956.9(d)(1).
Name of case:
In re 9300 Wilshire LLC Bankruptcy C.D. Cal.
Case Number: 2:23-bk-10918-ER

F.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive
Case Number: 23STCP02189

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

Name of case:
In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC) Bankruptcy C.D. Cal.
Case Number: 2:23-ap-01163-ER

F.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive
Case Number: 23TRCP00325

F.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive
Case Number: 23STCV10146

F.7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government

Code Section 54956.9(d)(1).

Name of case:
New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

F.8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, et al.
Case Number: B337897

F.9. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
AES Southland Development, LLC and AES Redondo Beach, LLC v. California Coastal Commission
Case Number: BS157789

F.10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege - Government Code Section 54956.9(d)(1).

Name of case:
Mason Thomas v. City of Redondo Beach
WCAB No: ADJ19263797

F.11. 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 Brian Campbell, BC Urban

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

NEGOTIATING PARTIES:
Jeff Jones, Quality Seafood, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

F.12. 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
Larry Kosmont, Kosmont Companies

PROPERTY:
123 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)
179 & 181 N. Harbor Drive, Redondo Beach, CA 90277
(a portion of APN: 7503-033-903)

NEGOTIATING PARTIES:
Various Prospective Tenants

UNDER NEGOTIATION:
Price and Terms

F.13. 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.14. 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

Liaison Bodkin read titles to be discussed at Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Outside Legal Counsel Jon Welner, Human Resources Director Diane Strickfaden, Outside Legal Counsel Carolyn Beliso, Acting W.E.D. Director Katherine Buck, Assistant to the City Attorney's Office for Real Estate Jon Goetz, Outside Real Estate Advisors Larry Kosmont and Will Soholt, and Public Works Director Andrew Winje.

Motion by Councilmember Waller, seconded by Councilmember Castle, to recess to Closed Session at 4:36 p.m.

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

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:02 p.m.

H. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky reported that Community Development Director Marc Wiener joined them in Closed Session for items F.1 through F.9 and, separately, Andrew Perez with Kosmont & Associates under item F.12.; announced they would be returning to Closed Session after Open Session to discuss items F.11, F.13, and F.14 which will become R.11, R.13, and R.14.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Obagi, seconded by Councilmember Waller, to adjourn to the Open Session at 6:03 p.m.

Motion carried 5-0 by voice vote.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:04 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison

C. SALUTE TO THE FLAG AND INVOCATION

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

Brinley, 3rd grader at Jefferson Elementary School, led in the Pledge of Allegiance.

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

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

D.1. MAYOR'S PROCLAMATION OF MARCH 2026 AS RED CROSS MONTH

Mayor Light called up Dan Thomas a Red Cross volunteer; proudly recognized March as the American Red Cross Month; stated that on January 7, 2026, the City, through the RBPD, partnered with the American Red Cross to host a community blood drive; noted that for 145 years the American Red Cross has brought relief, comfort, and hope when help cannot wait; stated the City is especially grateful to the dedicated volunteers and staff of the Long Beach and South Bay Chapter who touch lives every day when emergencies strike by providing shelter, food, and comfort to families after disasters and other emergencies; stated that the American Red Cross provided training to the

community in first aid and CPR; reported they installed 675 smoke alarms, which helped 233 households become safer, educated 603 people on fire safety and prevention, trained 820 people on hands-on CPR, responded to 111 local disasters, collected 45,709 units of blood, and over 45,000 volunteer hours were given in service to others; stated that Redondo Beach is stronger because of the shared commitment to caring for one another; spoke of celebrating the local heroes by honoring American Red Cross Month; proclaimed, on behalf of the City Council and the residents of Redondo Beach, March as American Red Cross Month and thanked the volunteers, the donors, and supporters who make the mission possible.

Dan Thomas said they would love for more people to get involved with blood donations, volunteering, or donations and provided their website: redcross.org; thanked everyone for the support.

D.2. MAYOR'S COMMENDATION TO COMMUNITY LEADERS REGARDING THE METRO C LINE EXTENSION PROJECT

Mayor Light invited up Niki Negrete-Mitchell, Kevin Mitchell, Chelsea Schreiber, Holly Osborne, Ray Holler (not present), Joshua Purkey, and special guest Lawndale Councilmember Frank Talavera; spoke of the extraordinary community leadership of the six Redondo Beach residents during the alignment of the Metro C Line extension that threatened to go through neighborhoods; noted that they organized their neighbors, engaged with local businesses, brought together community leaders, and made sure their voices were heard for the Hawthorne option; spoke in detail of the years of effort, hard work, dedication and devotion they maintained throughout the uphill battle to get to the decision that was made; on behalf of the City, the City Council, and himself he wanted to thank and congratulate them all for their leadership, courage, and commitment to the South Bay's future.

Torrance Councilmember Talavera thanked the group for their tenacity and not giving up and giving them the glory; applauded them.

Mayor Light presented commendations to each of them.

Niki Negrete-Mitchell spoke about the experience, noted that it all began in 2021; explained the data they uncovered during the process of putting the City's Notice of Preparation letter together for the Hawthorne option; spoke about attending the Metro Board of Directors, COG, and City Council meetings and public outreach efforts.

Mayor Light also recognized the City of Lawndale leaders and residents; spoke of the Mayoral Convening by the County Supervisor being one of his first meetings as a Mayor and that this was the issue he brought up; stated that he and Bill Brand are proud of them.

Councilmember Obagi highlighted Joshua Purkey as being a force because he put together a very compelling video regarding the issues with the right-of-way option and really educated everyone to the problems.

Mayor Light went back to announcements for AB 1234; reported attending as a keynote speaker an Elks' event for 80 veterans; announced RUHS's musical called Something Rotten would be running from March 20th through March 28th.

Councilmember Behrendt announced that he and Councilmember Obagi would be having a Pillars of Public Safety part 2 meeting on Wednesday, April 1, 2026, at the RBPAC at 6:00 p.m. and the RBFD including Deputy Chief Jason May and Chief Butler would be their special guests; noted that everyone is welcome and refreshments would be served.

Councilmember Waller reported attending the Independent Cities Association Winter Seminar; stated that they discussed the California Coastal Act, cyber security, reviewed case studies on strengthening cities' finances, and SB 346 regarding short-term rental ordinance to improve enforcement; reported presenting at the RUHS Career Day; presented a commendation to World War II veteran and resident John Oliver on his 100th birthday with Councilmembers Castle and Kaluderovic; attended the South Bay Cities Council of Governments Meeting where they heard about LACAHSA and he passed on information to the City Manager regarding the Housing Trust; reported attending an event on Saturday for a grand opening at Mickey's Deli by Councilmember Obagi; stated that Ragin' Cajun closed but the same owners would be reopening as Redondo Beach Grill sometime in April; announced the Clean Power Alliance Board of Directors Meeting was that week, Keep the Esplanade Beautiful would be holding their Saturday Sweep at Ave. I on March 7th at 9:00 a.m., and Redondo Beach Public Safety Open House will be held from 10:00 a.m. to 3:00 p.m. at the Civic Center on Sunday, March 8th.

Councilmember Obagi announced the North Redondo Beach bikeway extension ribbon cutting on March 5, 2026, at 4:00 p.m. at the southwest corner of Perkins and Rockefeller Lane; spoke of the success of the grand opening of Mickey's Deli located at the corner of Artesia Blvd. and Inglewood; reiterated the Pillars of Public Safety part 2 meeting with Councilmember Behrendt would be on April 1, 2026.

Councilmember Castle reported speaking at the California Ranked Choice Voting group dinner about the City's experience with RCV during the 2025 election; announced the Friends of the South Bay Quick Pitch fundraising event the following evening at the Lighthouse Café at 5:00 p.m. ; announced, in addition to the Public Safety Open House for the Fire and Police, there would be the 52nd Annual Kite Festival down at the Waterfront.

Councilmember Kaluderovic reported attending the 100th birthday celebration for John Oliver and the South Bay Aerospace Alliance Meeting; mentioned at the SB Aerospace Alliance Meeting they spoke about issues around the Air Force Base, partnerships with the South Bay WIB, Airforce Base, and Aerospace employers.

E. APPROVE ORDER OF AGENDA

City Manager Witzansky removed item H.10 under the Consent Calendar to bring back

at a future date.

Motion by Councilmember Castle, seconded by Councilmember Kaluderovic, to approve the order of the agenda except for item H.10.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS

F.1. REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to recess to the Regular Meeting of the Redondo Beach Housing Authority at 6:32 p.m.

Motion carried 5-0 by voice vote.

F.2. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

Motion by Member Obagi, seconded by Member Waller, to adjourn to the Community Financing Authority at 6:53 p.m.

RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:55 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

G.1. For Blue Folder Documents Approved at the City Council Meeting

City Clerk Manzano reported one Blue Folder item for J.1.

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

file the Blue Folder item.

Motion carried 5-0 by voice vote.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF MARCH 3, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. FEBRUARY 3, 2026 ADJOURNED AND REGULAR MEETING
B. FEBRUARY 10, 2026 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30551-30566 IN THE AMOUNT OF $22,689.27, PD. 2/27/26
DIRECT DEPOSIT 308004-308639 IN THE AMOUNT OF $2,585,757.13, PD. 2/27/26
EFT/ACH $10,835.18, PD. 2/13/26 (PP2604)
EFT/ACH $475,687.28, PD. 2/23/26 (PP2603)

ACCOUNTS PAYABLE DEMANDS
CHECKS 123666-123841 IN THE AMOUNT OF $2,965,697.90
EFT CALPERS MEDICAL INSURANCE $572,275.92
EFT US DEPT OF HUD $26,033.00
DIRECT DEPOSIT 100010240-100010328 IN THE AMOUNT OF $113,876.85, PD.2/27/26
REPLACEMENT DEMANDS 123664-123665

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE AGREEMENTS WITH GRANITE TELECOMMUNICATIONS, LLC TO PROVIDE STARLINK INTERNET SERVICES ON A MONTH-TO-MONTH BASIS IN AN ESTIMATED ANNUAL EXPENDITURE OF $7,911 EFFECTIVE MARCH 4, 2026 UNTIL TERMINATED

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

H.6. EXCUSED ABSENCES FROM VARIOUS COMMISSION AND COMMITTEE MEETINGS

CONTACT: ELEANOR MANZANO, CITY CLERK

H.7. APPROVE AN AGREEMENT FOR TRAFFIC ENGINEERING SERVICES WITH CHEN RYAN ASSOCIATES, INC. IN THE AMOUNT OF $225,772 FOR DESIGN OF THE TRAFFIC SIGNAL COMMUNICATION AND NETWORK SYSTEM - INGLEWOOD AVENUE PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. APPROVE PLANS AND SPECIFICATIONS FOR THE VETERANS PARK HISTORIC LIBRARY AND COMMUNITY CENTER - EXTERIOR ACCESSIBILITY IMPROVEMENTS, JOB NO. 20900, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.9. APPROVE THE THIRD AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT WITH LUCCI AND ASSOCIATES, INC. TO INCREASE THE NOT TO EXCEED AMOUNT BY $100,000, FOR A NEW TOTAL NOT TO EXCEED $400,000, AND TO EXTEND THE TERM TO MAY 5, 2028

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.10. Pulled by City Manager Witzansky.

H.11. APPROVE THE CONSENT TO THE FIRST AMENDMENT OF THE SUBLEASE BETWEEN MAJESTIC KHM, LLC AND BLUEWATER GRILL REDONDO L.P., FOR THE PREMISES AT 665 NORTH HARBOR DRIVE

CONTACT: KATHERINE BUCK, ACTING WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.12. ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2603-011, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE $27,000 IN ADDITIONAL GRANT YEAR 2023 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND AUTHORIZE THE PURCHASE OF THREE VEHICLE-MOUNTED MOBILE LICENSE PLATE READER CAMERAS AND ASSOCIATED WARRANTY, DEVICE LICENSE FEE, AND

INSTALLATION COSTS FROM MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF $41,910, THROUGH A COOPERATIVE PURCHASING AGREEMENT, UTILIZING STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FUNDS

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.13. RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

CONTACT: JOY A. FORD, CITY ATTORNEY

H.14. AUTHORIZE THE MAYOR TO SIGN LETTERS OF SUPPORT FOR FY27 CONGRESSIONAL DIRECTED SPENDING PROJECT APPLICATIONS

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

H.15. Pulled by Mayor Light

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to approve the Consent Calendar with the exception of H.10 and H.15.

Mayor Light invited public comments.

City Clerk Manzano reported no one online and no eComments

Motion carried 5-0 by voice vote.

City Clerk Manzano read title to item H.12, adopt by 4/5 vote and title only Resolution No. CC-2603-011.

I. EXCLUDED CONSENT CALENDAR ITEMS

H.10. APPROVE AN AGREEMENT WITH 3V SIGNS AND GRAPHICS, LLC FOR THE PRINTING AND INSTALLATION OF THE REMAINING NORTH REDONDO BEACH BUSINESS ASSOCIATION STREET BANNERS ALONG ARTESIA BLVD IN AN AMOUNT NOT TO EXCEED $34,612 FOR THE TERM MARCH 3, 2026 TO DECEMBER 31, 2026

CONTACT: KATHERINE BUCK, ACTING WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

City Manager Witzansky explained earlier in the meeting that they will bring this item back at a future meeting to be announced.

H.15. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2603-012 OF THE CITY

COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, GRANTING THE APPEAL OF THE DECISION OF THE HEARING OFFICER DESIGNATED BY THE CITY MANAGER, WHICH REVOKED BUSINESS LICENSE #330177 ISSUED TO THE MANHATTAN BEACH SMOKE SHOP DBA REDONDO SMOKE SHOP AND HOOKAH LOCATED AT 2205 ARTESIA BOULEVARD, UNIT A, REDONDO BEACH, CALIFORNIA 90278 UNDER THE OWNERSHIP OF FERAS ADAMO, WHICH THEREBY GRANTED A REINSTATEMENT OF BUSINESS LICENSE #330177 BUT ONLY UPON COMPLETION OF CERTAIN REQUIREMENTS AND SUBJECT TO NEW CONDITIONS

CONTACT: JOY A. FORD, CITY ATTORNEY

Mayor Light stated he pulled this item because he anticipated a split vote and asked if anyone had anything new regarding H.15.

Councilmember Behrendt thanked the City Attorney's office for quickly preparing the resolution; noted that it captured everything they discussed; recapped that there was no accusation or evidence of sales to minors; reiterated that the specific tobacco ordinance that governed the enforcement on this action mandates, from his perspective, a suspension of 60 days and is consistent with all the state laws that the action was brought under; noted that the smoke shop ordinance was not in effect at the time of the action but that the resolution that was agreed upon at the last meeting is very strong and contains every condition requested by the Councilmembers and the Mayor; reported the investigation cost $40,000; commented that it is possible the City would face an expensive and time-consuming lawsuit if they do not vote in favor of the resolution.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, to approve Resolution No. CC-2603-012.

Councilmember Obagi said he agreed with everything Councilmember Behrendt said; reported that there is a $40,000 restitution that the business owner will have to pay to the City; stated that residents have reached commenting that they do not want smoke shops in the City and he agrees with them and are trying to reduce the number of smoke shops in the City with the new smoke shop ordinance; stated that the new smoke shop ordinance is very strong and eventually there will only be five smoke shops allowed and that the Police understand the new policy directive; reiterated that money would go back into the coffers to continue investigations, prosecutions, and shutting down of bad businesses of all types; thanked City Attorney Ford for putting the resolution together so quickly.

Mayor Light explained to the public that because the hearing on this item has been closed there will be no public comment since there were no substantive changes to the direction of the Council from that hearing; went straight to a vote.

Motion carried 3-2 by voice vote. Councilmembers Kaluderovic and Castle were opposed.

City Clerk Manzano read H.15 adopt by title only Resolution No. CC-2603-012.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Gil Escontrias, District 1, spoke in length about the meaningful role of volunteerism and how the efforts of volunteers help hold communities together, highlights examples of humanity, reinforces compassion, responsibility, and generosity; noted when residents stay involved it strengthens trust and reinforces a shared community spirit; announced that on March 14th from 4:00 p.m. to 5:30 p.m. a community dog and cat vaccination clinic will be held at the Redondo Beach Dog Park in Dominguez Park; stated that rabies vaccinations will be provided free of charge and asked that everyone pass the information along to other residents and neighbors; reported sending fliers to the Mayor and Council; stated it promotes animal welfare and protects their health and said they will be offering other types of vaccinations at a reduced rate.

Niki Negrete-Mitchell, District 3, spoke of the influence that Mayor Light had on her regarding the Hawthorne option for the Metro C-line extension; mentioned her neighbor is with the LA Fire Department and said that the fire departments at the Lawndale station and Hawthorne station are stoked over the decision and felt it is the best thing for public safety; noted that a friend in Lawndale checked the docket and there doesn't appear to be a lawsuit against Metro for their decision so it looks like it will go through.

Quinn Ortadoveci, Emaad Mognoly, and Vaughn Marsalis, Seniors at RUHS, spoke about the enjoyment of playing basketball but, due to their responsibilities and daylight, they don't often get to play because the courts are not lighted; stated that their goal is to work collaboratively towards extending park lighting hours to 10:00 p.m. as well as installing infrastructure to bring more light to basketball courts; recognized that extending park lighting hours may result in increased electricity and maintenance costs as well as nighttime disruption and asked if they could have time at the next meeting to discuss the issue further to explore a balanced compromise; reported that Redondo Beach only has six public basketball courts and the only one with lighting is at Perry Park so the demand for that court is very high; opined that investing in lighting for more courts in Redondo Beach would mean more places to play and better for physical and mental health for the community.

Councilmember Kaluderovic asked which park specifically they would want to focus on of the six courts in Redondo Beach.

Quinn Ortadoveci stated Wilson Park is less residential and offers more space; Emaad Mognoly said that Anderson Park has lights, but they are never turned on at night.

Councilmember Kaluderovic asked the students to email her so she could discuss it further with them.

Teresa Mitchell, District 4, provided an update on the North Redondo Beach farmers'

market; stated that they are still waiting on staff to get it on the Consent Calendar; reported that they set up a nonprofit organization so the revenues from the market would be reinvested into the commercial areas in District 4, they had site evaluations and daytime analysis done in October, and have chosen Wednesdays from 2:00 p.m. to 7:00 p.m.; noted that Green St. between Vanderbilt and Artesia would be closed off for the market; reported speaking with the Mayor, Community Service Director, and the Library Director who gave them guidance for setting up a special event permit and that is currently with the Community Service District and they are waiting for their appointment with all the department heads to get that approved; stated that their target opening date is April 22nd but in order for that to happen they need to get the permit approved so they can move forward with the Department of Agriculture permits, Health Department, getting sponsors, and engaging a Market Manager.

Georgette Gantner, District 2, spoke about the Redondo Beach Ballet event that happened that weekend; stated that they have been in business for 14 years and are a company that hopes to see Redondo Beach subsidize the arts at some point so they can offer more performances and expand into different types of dance and music; noted that they do a lot in the community and read part of their mission statement; asked to submit some information.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to receive and file the materials from the speaker.

Motion carried 5-0 by voice vote.

Georgette Gantner stated the performance was incredible and they had over 40 scenes in two acts; wanted to speak about the smoke shop survey but was stopped since it was on the agenda.

City Clerk Manzano reported no one else online and no eComments.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION ON THE GENERAL PLAN - LAND USE DESIGNATIONS FOR THREE REDONDO BEACH UNIFIED SCHOOL DISTRICT PROPERTIES USED FOR COMMUNITY, PARK AND RECREATION PURPOSES INCLUDING THE ALTA VISTA ELEMENTARY SCHOOL SITE, THE FORMER FRANKLIN SCHOOL SITE, AND THE LINCOLN ELEMENTARY SCHOOL SITE

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

Planning Manager Scully stated staff is looking for direction from Council on land-use designations for three Redondo Beach Unified School District properties: Alta Vista Elementary School, the former Franklin School site, and Lincoln Elementary School; recalled the previous action of the City Council from the January 20, 2026 meeting and summarized those actions and reported that Council requested some additional information on the three sites before them that evening; noted that the three sites currently have a P designation and all three will be replaced with either a PI or OS designation; stated that the existing P designation is a catchall for anything public and the new PI and OS designations will break it into government facilities designation and a specific parks and open space designation; reported the max FAR for the PI is at 0.75 and for the OS it is 0.20; stated the letters of request from RBUSD were in their package and their request is for all RBUSD properties to have the PI designation; provided slides of aerial photos that showed the current land-use designation in the Land-Use Element for each of the School District sites; stated in June 2024, after the City received input from the School District, the Planning Commission and staff recommended the two properties that are east of Julia Ave. that are owned by the School District be designated PI and the City owned property in the park on the west side of Julia Ave. be OS; showed another aerial photo of a proposed option having the school playground designated PI and the ballfields designated as OS; provided another slide with an aerial view of Franklin School, which is now Friendship Campus, which is designated in the current draft land-use element as OS but after the input from RBUSD, the Planning Commission, and City staff the recommendation is that the Friendship Campus have the PI designation and the adjacent Franklin Park have the OS designation; showed an aerial photo of the current draft land-use element designations of Lincoln Elementary School and Anderson Park, noted that both properties are owned by the School District and the recommendation is for all School District properties to designated PI and Anderson Park would be OS; stated another proposed option could be that the ballfields and park would be OS designated and the blacktop and school property would be PI designated.

Councilmember Behrendt asked if the green portion above Lincoln School is an option for open space.

Planning Manager Scully responded yes.

Councilmember Kaluderovic clarified that that space is fenced in and separate from the public access to Anderson Park and asked if that space is also used by the students during the day.

Planning Manager Scully responded yes, and it is not accessible to the public.

More discussion followed regarding the area being used for after school hours for AYSO, Redondo Beach Little League, and other scheduled activities but it is locked up if not used for scheduled purposes.

Planning Manager Scully provided a slide on information regarding Consistent Zoning and Environmental Status and provided some explanation on it; spoke about P-SF zoning standards, P-PRO designation, and FAR, height, and setback development standards as determined by Planning Commission design review.

More discussion followed.

Planning Manager Scully stated what they are proposing and discussing that evening is so minor it fits within the purview of the certified program EIR in the Environmental Status, so there are no environmental implications from what was being proposed; noted that any future projects for development on any of the sites they discussed would be subject to CEQA at a later date; stated staff's recommendations are to take public testimony and for Council to provide direction to staff on the General Plan Land Use Designations for the three properties.

Mayor Light stated he supported staff's recommendation proposed option version on Alta Vista and felt if the City deviates from what is currently a publicly used park and designate it school PI, they need to revise the open space and conservation element to reflect what is actual park land; supported the current Franklin Park recommendation; deferred to the District 5 Councilmember regarding Anderson Park.

Councilmember Obagi commented that residents would be shocked if a building suddenly appeared in the lower corner near the baseball field at Anderson Park; noted it was mentioned earlier that the City is park poor and if some of the open space is consumed by buildings if would be surprising; suggested before that occurs an environmental analysis or a public debate should be done.

Mayor Light asked for clarification on what Councilmember Obagi was in support of and he confirmed that he preferred it be called open space, which is the option that was shown to them but would also defer to Councilmember Behrendt since it is his district.

Councilmember Waller agreed on Alta Vista and Franklin but voiced concern with making Lincoln open space since the students use it during the day and for after school care; noted it is gated and the gates don't open until 6:00 p.m. on school days so opined it should be kept PI designated.

Councilmember Behrendt asked staff if they were restricting the school from building new classrooms and other things with the zoning they are proposing.

Planning Manager Scully responded that they are not restricting them from building non-educational buildings, but any other type would be subject to local zoning regulations.

Councilmember Behrendt asked staff if by calling it open space would they be limiting the School District.

City Manager Witzansky said they are not harming the School District's ability to build

facilities that educate the community and that the only scenario, if they classify it as OS versus PI and change the FAR caps, would be if a proposed alternative to the site was envisioned and it would have to be beyond the scope of the PI zone which would be subject to different regulations anyway; summarized that there is not much of a limiting factor for the School District by classifying it OS or PI; stated what needs to be decided is what makes the most sense for how it is being used and noted that Anderson is tricky.

Councilmember Behrendt asked if all the sites are mutually exclusive, noted they are all owned by the School District, and used for public institutional but also used as open space; asked for clarification on it.

Community Development Director Marc Wiener stated if the field is limited to use by only the school then it would not fall into the “open space” category but if it is available to the public and is a park or sports field it would fall into the “open space” definition; mentioned they are updating the Land-Use Element and can amend the definitions to make them more clear.

Councilmember Behrendt asked Director Wiener what he would recommend.

Community Development Director Wiener supported the recommendations made by staff and explained his reasons.

Some discussion followed.

City Manager Witzansky clarified that the School District would have the same discretion in the future as they have today.

More discussion followed.

Councilmember Behrendt stated he supports staff’s proposed option and its his preference.

Community Development Director Wiener commented that one key point to know is that it would not impede the School’s ability to use the property, but if the School decided to sell the property or dispose of it, it would have the open space designation and would carry with the property.

Councilmember Kaluderovic spoke about using two different criteria for two different parks and the reasoning being that Anderson Park is heavily used by the community so they think of it as open space; stated, although the City is not limiting the School District’s ability to develop the property that they own with the designation, she opined that they would be discouraging the District to opening up their property for the community because the City will essentially be taking advantage by taking it; commented that they are thankful that the District has so much property that they are open to the community using it but felt they will step into a tricky situation by making the difference between Alta Vista and Anderson.

Mayor Light asked Councilmember Kaluderovic what her recommendation would be. Councilmember Kaluderovic stated they should just follow the fence line; agreed staff's recommended designations for Alta Vista Park and Franklin Park but suggested they follow the fence line that is open to the public at all times of the day which ends between proper Anderson Park and pointed to where the fence line ends.

City Manager Witzansky pointed out that the fence line in this case runs south then goes east and runs into the community center, which in his point of view is a PI zone.

Councilmember Waller agreed with Councilmember Kaluderovic's three proposals for the three sites; noted that all the fields are heavily used and they are not setting all of them up as open space; commented if they wanted to be consistent they would need to basically say anything that is a field (HS football fields, HS baseball fields) are all open space which they are not doing.

Councilmember Obagi asked Director Wiener if they could come up with new definitions and new zones such as District open space.

Community Development Director Wiener responded that the City could modify the definitions of open space and public institutional, specifically to address the open space at the three school properties that also coincide with being parks.

Councilmember Obagi clarified that they can't make a modified open space that is applicable just to District.

Community Development Director Wiener stated that they could but it would take some additional effort and time.

Councilmember Kaluderovic commented that the City has an elected School Board, they have an approved process for any change to their property and that would go to the voters so she didn't feel they would be losing any control.

Mayor Light stated except in the case of housing.

Councilmember Behrendt stated his concern about delineating between Alta Vista with no fence and Anderson Park with a fence is they would be signaling to people that putting a fence around a property will mean it is not open space and so the first thing someone could do if they own that property would be to put a fence around it; noted another distinction with the Alta Vista property is that it is not an artificial turf field but an open grass field and designating it as OS does not prevent the School District from doing anything; voiced his support for staff's recommendation.

Councilmember Castle stated he agreed with Councilmember Kaluderovic's comments regarding making Anderson Park open space would send the wrong message to close the fence to keep the public out; mentioned the testimony from the public regarding the

City being park poor and wanted to encourage the School District to keep the gates open; voiced his support for staff's recommendation.
Motion by Councilmember Behrendt, seconded by Councilmember Obagi, to approve the staff proposal for Alta Vista and Franklin Park sites.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, to approve staff's proposal on Anderson.

Mayor Light invited public comments.

Holly Osborne, District 5, requested that the City never turn green space/open space into a parking lot; reported the School District sold the Aviation High School property and its surrounding fields and it was turned into an industrial park except for a part of it that was to be preserved as open space but it was turned into a parking lot; said that when she called the Councilmember at that time he stated that a parking lot is open space and that is when she began her activism; stated that green space fenced or not fenced contributes positively to the environment; urged the Council not to allow the School District to turn their open space into a parking lot.

Georgette Gantner, District 2, asked where the item is coming from, is it to clarify what the area is supposed to be for the General Plan, or does the School District want it for future development purposes; asked if it was coming from the City or from the School District.

Mayor Light stated they could answer her offline since it is not meant to be a question and answer period.

Wayne Craig, District 1, noted that during the Planning Commission meeting regarding this item there was some confusion with the lines, noted that was resolved and felt what was presented that evening by staff accurately reflects what the Planning Commission was thinking; commented that he didn't think defining the two schools differently would be impossible just more work but it might be better to clarify it; pointed out that most of the schools are not accessible to the public after school is out because they are locked up; voiced his support for staff's recommendation.

Teresa Mitchell, District 4, recommended that the broadest use of open space be applied to the School District; explained that the School District jurisdiction falls under DSA if they are building for the schools and only falls into another zoning code if it's either sold or used for non-school use; stated the more open space the City can have in the zoning designations the more protected the City's limited park spaces would be.

Alexander Cokey, District 5, spoke of the importance of keeping Alta Vista, especially the green area, open to the public in the definition; explained that several groups play sports at that space and it would be a shame if it was taken away from them.

Erica Foster (via Zoom) voiced concern if the public had access to the school's

playgrounds or school areas during the school day that it would take away the children's right to privacy and their safety.
City Clerk Manzano reported no one else online and no eComments.

Motion carried 5-0 by voice vote on the first motion made.

Substitute motion to the second motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to approve staff's 2024 recommendation to follow the straight line above the baseball fields and parking lot, May Avenue, as PI.

Motion carried 3-2 by voice vote. Councilmembers Obagi and Behrendt were opposed.

City Manager Witzansky clarified that it is not a resolution but direction to staff as another element of the General Plan update and will come back as memorialized in the updated draft General Plan.

Mayor Light asked Councilmember Behrendt, before he made his decision, what his rationale was for doing Alta Vista differently.

Councilmember Behrendt stated it is a few things: there are baseball fields on the other side of the fence line of Alta Vista, its 90% grass and open space, and the frequency of use at both of the areas; commented that for him it comes down to more open space especially if it is not impacting the School District but recognized Councilmembers can differ and respects the various views they have.

Discussion followed regarding Alta Vista and the uses it offers.

Mayor Light asked what was included in their draft open space element.

City Manager Witzansky requested the slide of the draft be placed on the screen.

Planning Manager Scully said he took a look at their draft before the meeting and it does not include the open space area owned by the District, it only includes the open space to the left west of Julia.

More discussion followed.

Planning Manager Scully stated whatever is in the current draft Land Use Element would be carried over into the open space element and calculated as open space in that element.

City Manager Witzansky confirmed they will adjust the calculations based on Council's direction; stated currently they do not have consistency between the two documents they have.

Mayor Light stated he would defer to Council's vote and not veto it; requested that the

open space element (park land) calculations reflect the Council vote that evening.

Community Development Director Wiener stated staff will bring it back as part of the broader Land Use Element adoption process so Council could have an opportunity to review it again and they will bring the draft open space element back at the same time.

City Manager Witzansky added that they will ensure that the draft Land Use Element and open space element reflect the same designations.

Mayor Light confirmed Councilmember Behrendt was comfortable with that discussion.

Councilmember Behrendt said he was fine with it.

Motion by Councilmember Behrendt, seconded by Councilmember Kaluderovic, to take a 10-minute break.

Motion carried 5-0 by voice vote at 8:10 p.m.

RECONVENE TO REGULAR MEETING FROM RECESS – 8:22 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Behrendt, Mayor Light, Kaluderovic, Obagi,
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Mike Cook, IT Director Emily Bodkin, Administrative Specialist/Liaison

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO INFORMATION TECHNOLOGY RELATED CITY ADMINISTRATIVE POLICIES/PROCEDURES (APPS) INCLUDING POLICIES PERTAINING TO VIDEO SURVEILLANCE CAMERAS AND THE USE OF ARTIFICIAL INTELLIGENCE (AI)

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

IT Director Cook explained the reason this item is before Council that evening is because the latest batch of policies being updated pertained to the public interest and would impact the organization longer term so they felt for strategy and transparency they needed to bring it in front of Council to discuss; provided a PowerPoint presentation and the first item to discuss was on video policy updates; stated that IT, the Police Department, City

Manager's office, and HR had all been involved with this update and it had not been updated in 11 years; said staff really wanted to look at the process in which new cameras and sites are approved for use within the City and they came up with a process that requires the approval of himself, the Chief of Police, and the City Manager's office for all new sites; noted that they aligned their process with the best practices of other cities and public agencies; stated the documentation surrounding who gets access on the back end for support and who actually gets access within the Police Department to view the recordings, download the recordings, and other stuff was addressed as part of the update; spoke of the popularity of AI and that he favors the Britannica definition, which he has seen used in several presentations he has been to; stated what sticks out for him, is how it defines that a computer is attempting to think and act and form intellectual processes similar to a human being; added it is learning from the past, learning from mistakes, learning from information on the internet, and learning from the information it is fed; spoke of the progress AI has made and the impact it will have in the future and guessed the doubts that everyone has about it will be gone within three to five years; reported that there are over 5,000 AI startups in the US alone and that it is ripe for experimentation, which staff is encouraging; spoke about the potential issues and dangers of using some of the AI tools, especially free ones, that use the information that is given to them to better themselves and other customers; stated they want to focus on leveraging technologies that aren't going to share sensitive data of theirs, that will be safe for the City to use, and allow the City to grow with the times; stated at the Citywide Strategic Planning Session, scheduled for the end of the month, he was sure the topic of AI would come up frequently and how they want to address that in the short term; said one of the things that is key to the policy is the City selecting and procuring a generative AI tool for general City staff usage and possibly replacing their Webb bot; stated he is hearing buzz about Building and Planning and Procurement tools and would likely come up with some goals for those areas; mentioned, as they do renewals regarding the back end of their current systems, they will do some review of the agreements and the cybersecurity controls and things that surround the use of technology in the City's existing tools and stated both AI and cameras would be included in their budget discussion and strategy; provided a slide titled Alignment with Projects and Strategy that listed items that he considered his top things and highlighted in gold those that incorporated AI and reviewed them; gave an example of how AI can generate new employee videos for training purposes and other exciting things to look forward to; said the policy will be reviewed regularly as the world is constantly changing; noted that they did update other policies within it including making terminology updates to the Responsible Use Policy, added verbiage for cybersecurity such as unauthorized tools for City businesses and updated email communication policy including expanding the scope to include Redondo.gov email addresses; reported they retired a dated process that had a group of people on a Citywide scale assess new technology proposals and spoke about the current collaborative process between the department heads and the departments who now select and implement tools; stated staff's recommendation was to receive and file APP 10.57 Video Security, APP 10.57 Exhibit A Sites, and APP 4.05 AI.

City Manager Witzansky stated, as noted by Director Cook, most of the policies were stale and overdue for updating and it is unique for staff to bring APPs forward for

conversation; reported that APPs are under his authority and control of their internal operations and the reason they brought it forward that evening were these particular ones have some public impact and would be a matter of public concern; spoke of being careful and judicious on how and where the cameras are installed, they tried to be respectful in developing a policy that understood privacy protection but also recognizes that this technology can also be helpful to the City in certain instances; stated the big change in the policy that has been drafted so far is the decision making including oversight from a security, IT, and cost effectiveness standpoint; pointed out that he has not signed the policies yet and that evening is an opportunity for Council to talk through it, provide input, and make small changes; mentioned a suggestion, he agreed with made by Councilmember Behrendt, to codify any exceptions, which currently are only approved by him; stated he liked that suggestion because it holds the internal team more accountable and posts it online so the public is aware.

Some discussion followed regarding a possible exception for the deployment for a specific Police operation where it might need to be done urgently and they don't have time to update the exhibit.

IT Director Cook added the policy does make it a clear definition of a temporary camera for Police investigation purposes versus something that is permanent and installed for City purposes.

Councilmember Behrendt agreed with having something in writing so that it is clear when an exception to the policies are made and asked if they would be providing a statement of the reason for the exception.

City Manager Witzansky stated he would provide written documentation when he authorizes an exception so it is clear, otherwise, they would be updating the policy to reflect new criterion, so exceptions should be remain very few.

Councilmember Behrendt asked if staff has a mechanism in mind on how to discuss and inform Council and the Mayor on exceptions.

City Manager Witzansky said they have struggled to come up with scenarios where they would have an exception but, if one existed, they would likely communicate it via email with an attached form for internal use or just an email with a description of what has occurred; noted if an event occurred to do with an investigation where they cannot communicate in writing he may make them aware verbally so it may have to do with the nature of the exception.

Councilmember Behrendt asked they codify the policy once they come up with a mechanism to inform the Council and Mayor of exceptions; asked if they could come back to Council when policy updates are made since it seems to be evolving so they are aware.

City Manager Witzansky stated the APPs are posted through the City's internal process, SeaNet, which are all available to the Council when they do execute them in final form;

stated he would make them aware of the finalized executed version of the APP so they could access them via link.
Councilmember Behrendt asked if all the APPs that are subject of that evening's discussion could be put on the Consent Calendar as a receive and file.

City Manager Witzansky said they could give the Council periodic updates as a receive and file.

More discussion followed regarding exigent circumstances with temporary uses of surveillance cameras.

Councilmember Waller referenced APP 4.05 regarding the use of the term "City data" and requested that staff clarify and define that term so that they are not telling people that they can't use their own AI to analyze information published onto the City's website, such as agendas, attachments, etc.

IT Director Cook said he made a good point; stated they have a separate Information Classification Policy that has three tiers in it, which are:

- Level One – Data is effectively the things that are protected by law such as HIPAA data, criminal information, credit card, and social security number.
- Level Two – Information not directly protected by law but that the City would consider sensitive to the City such as home address and phone number.
- Level Three – Information that are public information that the City would freely post and give out in a Public Records Request.

IT Director Cook stated they would add the word "sensitive" in there or he would just explicitly list out levels one and two.

Councilmember Castle asked the City Manager if he could also include the City Attorney with items that fall into the exceptions category for any legal implications.

City Manager Witzansky stated that there are requirements that still need to be within the comfort of the law with APPs, so in a sense all their installations and uses of the technology are compliant; added that when they procure items through contract processes or service agreements they are all reviewed by the City Attorney's office and they try not to further burden that workload through APP; noted that any criminal investigations do not apply to what they are discussing and those would go through the judicial process and not subject to this policy.

Councilmember Castle asked if they would need to move some of the City's current cameras or replace them and noted the City Manager mentioned it may have additional monthly costs.

City Manager Witzansky stated that they would reposition cameras if possible but that technology has changed and overtime, as cameras are replaced, they hope to be able to

reduce the total number and take advantage of whatever that savings is and deploy it more efficiently; reported that they can't just move cameras they have today because they are antiquated.

IT Director Cook added there are no current cameras in locations that they would want to relocate at the moment; commented that, with the exception of the Transit Center, the other cameras in the City are effectively located and the Police staff agreed when he discussed that with them.

Mayor Light invited public comments.

Bob Pinzler said he appreciated the City's focus on privacy and data security; asked if there was something listed regarding facial recognition, recommended the City using one AI platform, and educating City staff on the use of AI; reported that the e-Gov Steering Committee existed because very few people at the time knew what they were talking about but now there is no use for it; recommended a statement regarding facial recognition by the City is needed.

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

Councilmember Behrendt stated there is a lot of concern regarding facial recognition in the community and in the Administrative Policy and Procedures it specifically states facial recognition shall not be enabled unless approved by the City Council as a feature of the surveillance system; said what he understands that to mean is even if a surveillance system has facial recognition technology that won't be turned on without the approval of the City Council and felt that is a balanced approach to the subject; added that there may be exceptions for exigent public safety as approved by the City Manager, Chief of Police, and IT Director and that exigency would come back to Council.

City Manager Witzansky agreed with Councilmember Behrendt's statement regarding facial recognition, and it is clearly addressed in the draft policy as written.

Motion carried 5-0 by voice vote.

O. CITY MANAGER ITEMS

City Manager Witzansky announced the ribbon cutting Thursday at 4:00 p.m. for the North Redondo Beach Bike path extension, as covered by Councilmember Obagi earlier and the Regular Meeting scheduled for 4:30 p.m. the following Tuesday; noted that they would have at least two discussion items for that meeting on youth ridership with BCT and review and further discussion on the development standards associated with the AACAP; announced on March 17th they will have the mid-year budget review and they will be discussing the Community Development Department's service fee assessment and recommendations associated with their Master Fee Schedule update as part of the 26/27 budget; reported no meeting for the 24th and they have the Strategic Planning on the 31st.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Behrendt motion a referral to staff to amend the City's business license appeal process ordinance to be more streamlined and updated to address best practices and ensure that City Council and Mayor have a role in that process; stated it is time sensitive since they are anticipating enforcement actions under the new smoke shop ordinance and it would be prudent to give them an opportunity to get some recommendations from staff and have a discussion and decide on it.

Councilmember Obagi seconded the referral.

Discussion followed to clarify the referral.

City Manager Witzansky stated they have realized the business license appeal process summarized in the code doesn't flush out some of the various scenarios that they have encountered and this would be a distinct effort as it pertains to business license.

Motion carried 5-0 by voice vote.

Councilmember Kaluderovic asked when they would be engaging Mike Webb as a potential mediator.

City Manager Witzansky stated it would be subject to their Closed Session negotiation strategy; noted they would discuss it there and then decide whether or not they had a need for that service and if so, it would come to Council for a contract consideration.

R. RECESS TO CLOSED SESSION

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

Name of case:
City of Redondo Beach, et al. v. California State Water Resources Control Board
Case Number: 20STCP03193

R.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
In re 9300 Wilshire LLC
Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

R.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive
Case Number: 23STCP02189

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

Name of case:
In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC) Bankruptcy C.D. Cal.
Case Number: 2:23-ap-01163-ER

R.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive
Case Number: 23TRCP00325

R.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive
Case Number: 23STCV10146

R.7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1). Name of case: New Commune DTLA, LLC and Leonid

Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

R.8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, et al.
Case Number: B337897

R.9. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
AES Southland Development, LLC and AES Redondo Beach, LLC v. California Coastal Commission
Case Number: BS157789

R.10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege - Government Code Section 54956.9(d)(1).

Name of case:
Mason Thomas v. City of Redondo Beach
WCAB No: ADJ19263797

R.11. 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 Brian Campbell, BC Urban

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

NEGOTIATING PARTIES:
Jeff Jones, Quality Seafood, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

R.12. 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
Larry Kosmont, Kosmont Companies

PROPERTY:
123 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)
179 & 181 N. Harbor Drive, Redondo Beach, CA 90277
(a portion of APN: 7503-033-903)

NEGOTIATING PARTIES:
Various Prospective Tenants

UNDER NEGOTIATION:
Price and Terms

R.13. 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.14. 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

Motion by Councilmember Obagi, seconded by Councilmember Castle, to recess to Closed Session at 8:58 p.m.

Liaison Bodkin read items R.11, R.13, and R.14 to be discussed in Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Acting W.E.D. Director Katherine Buck, Outside Legal Counsel Jon Goetz, and Public Works Director Andrew Winje.

Motion carried 5-0 by voice vote.

S. RECONVENE TO OPEN SESSION – 10:47 P.M.

- **There is no transcript or sound when they return to Open Session on the video or You Tube.**

Visually I can see all the Councilmembers present, City Manager Witzansky, Mayor Light, and one person sitting where the liaison or City Clerk Manzano sits.

T. ADJOURNMENT – 10:48 P.M.

There is no transcript or sound so I cannot determine who made the motion, seconded, or voted.

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 1:00 p.m. (Open Session) on Tuesday, March 10, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk

Minutes
Redondo Beach City Council
Tuesday, March 10, 2026
Closed Session – Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist

C. SALUTE TO THE FLAG AND INVOCATION - None

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS - None

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

Liaison Bodkin reported no eComments and no Zoom attendees.

F. RECESS TO CLOSED SESSION – 4:34 P.M.

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

Administrative Specialist Bodkin read titles to be discussed at Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Public Works Director Andy Winje, Outside Legal Counsel John Goetz, Acting W.E.D. Director Katherine Buck, and Community Services Director Elizabeth Hause.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to recess to Closed Session at 4:43pm.

Motion carried 5-0 by voice vote.

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:17 p.m.

H. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky reported no reportable action for Closed Session.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Castle, seconded by Councilmember Waller, to adjourn to the Open Session at 6:18 p.m.

Motion carried 5-0 by voice vote.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:18 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited veterans and active-duty military to stand and be recognized for their service. None were present that evening.

Councilmember Kaluderovic led in the Pledge of Allegiance.

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

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

Mayor Light mentioned the NRB Bike Path ribbon cutting that happened on Friday; attended the first model rocket launching by RUHS; met with Cal Cities regarding a bill on housing sponsored by Assemblymember Muratsuchi; attended the quarterly roundtable luncheon that featured both RBFD and RBPD; attended the Public Safety Open House hosted by the First Responders and the Kite Festival on Sunday.

Councilmember Waller reported attending the Cal Cities meeting, the roundtable presentations, the Public Safety Open House and thanked all the internal and external organizations that participated in the event; noted that the Celebration of the World War II veteran was featured on NBC Nightly News; announced the free rabies vaccination clinic for dogs and cats would be at the Dog Park on Saturday, March 14th from 4:00 to 5:30 p.m. and the Nike Invitational track meet would be at RUHS on Friday and Saturday; announced the Wilderness Park lower pond ribbon cutting on March 19th at 2:00 p.m. and the Alta Vista Pickleball Courts ribbon cutting on March 18th at 1:00 p.m.

Councilmember Castle reported attending the Public Safety Open House, the Kite Festival, the Redondo Beach roundtable luncheon, and the North Redondo Beach bike path extension ribbon cutting; attended the South Bay Friends Foundation Quick Pitch fundraiser and reported that Keep the Esplanade Beautiful won a $500 scholarship donation; announced the 5K St. Patrick's Day on Saturday at the Riviera.

Councilmember Kaluderovic gave a shout out to Lila Omura who was given the Woman of the Year recognition by Supervisor Mitchell on March 9, 2026 and reported that Assemblymember Muratsuchi had also recognized her on a separate occasion; went into more detail on the work Lila Omura has done regarding the unhoused in the City.

Councilmember Obagi reported District 4 was the host of the ribbon cutting for the Redondo Beach bike path extension; gave a shout out to the Public Works Department and Director Andy Winje as well as the City Manager; explained that the project was funded by grant money awarded to the Public Works Department for Measure M dollars from Metro through the COG; thanked Council for approving funding for the brand new fence along Grant Ave.

Councilmember Behrendt announced the joint meeting that he and Councilmember Obagi would be hosting on Wednesday, April 1, 2026 at 6:00 p.m. at the RBPAC, which is part 2 of the Pillars of Public Safety series; reported that RBFD would be their special guests and refreshments would be served.

Mayor Light spoke about a new firefighter recruit named Robert Buckley that demoed the jaws of life on Sunday.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Castle, seconded by Councilmember Kaluderovic, to approve the order of the agenda as written.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS - None

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

G.1. For Blue Folder Documents Approved at the City Council Meeting

Liaison Bodkin reported Blue Folder items for J.1, N.1 and N.2.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to receive and file the Blue Folder items.

Motion carried 5-0 by voice vote.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF 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

Motion by Councilmember Waller, seconded by Councilmember Castle, to approve the Consent Calendar as written.

Mayor Light invited public comments.

Liaison Bodkin reported no one online and no eComments.

Motion carried 5-0 by voice vote.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Lisa Happee-Cates, President of Keep the Esplanade Beautiful, reported the turn out at the last Saturday Sweep had over 60 people; noted that several groups were represented including a dance group, RBUSD, Superintendent Wesley, and other supervisors and directors; reported that 23 pounds of trash were picked up that day and they have been having more and more students attending; noted they have scholarship programs to offer and lots has been posted on social media platforms.

Ron Maroko, District 3, referenced the March 19, 2026 ribbon cutting at Hopkins Wilderness Park and asked if the Council could announce that the City is consenting to have Wilderness Park designated as a historic landmark at that event; stated a few months ago he requested to have a park named after former Councilmember Joe Dawidziak and hoped to see that move forward; noted that this coming Fourth of July is our country's 250th anniversary and asked if they could put pictures of the former people connected to Redondo that served in the military between Memorial Day and July 4th; reported that other cities do it and offered the Public Amenities Commission's help and ideas for fundraising if needed; reported attending a three-hour program on building effective historical preservation ordinances and wanted to propose a pathway to make the City's Potential Historical Resources Inventory more meaningful; said he spoke to the City Manager regarding how to make the City's historic surveys more cost effective; asked to submit some information.

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

Motion carried 5-0 by voice vote.

Kathleen Fisher stated she has been doing the marketing for the Riviera Village

Association since 2018 and coordinates the Board of Directors and wanted to introduce herself; reported at their last board meeting they decided to have a representative of the RBA attend Council meetings once a month to provide updates and discuss things that the Riviera Village can do to work with the City; announced they are trying to organize a Dine-Around-Riviera Village using Robyn Garfield Consultants for early June.

Andre LeRoux stated 13 years ago the City approved his landscaping plan and he planted exactly the trees that the City authorized; reported he is now facing misdemeanor criminal charges and potential jail time because the City is stretching a vague ordinance that was never written for trees; said to comply he trimmed and removed branches which took five weeks to dispose of and the storms caused the trees' leaves to leaf-out; stated that arborists refused to cut them down to six feet because doing that would kill the trees; said, despite the remediation, the City claimed it wasn't good enough and because the law is so unclear it is left to one person's subjective interpretation; reported that the neighbor, who originally called the City asking for a light trim off the top, did not withdraw his complaint but wrote him a letter telling him that he loves the trees and other neighbors have followed his lead and written similar letters; said the letters state they want to keep the trees for shade, privacy, comfort, and sound insulation; spoke of how the City has changed over the last 50 years regarding density but has not changed tree and landscaping laws to match; noted that six new $2.8 million homes have been approved with the same style of trees and in six to eight years they will have the same issue; reported that he has started a website called Green Redondo Beach and the Council has the power to make the changes.

Liaison Bodkin reported no hands raised on Zoom and one eComment for J.1.

K. EX PARTE COMMUNICATIONS – None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

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

Jane Chung, Assistant to the City Manager, reviewed what she would be discussing that evening:

1) Overview
2) Background
3) Purpose

4) Governance Structure
5) Membership & Withdrawal
6) SB 1444
7) Participation Status
8) Recommendations

Jane Chung stated that on February 3, 2026, the City Council directed staff to return with the South Bay Regional Housing Trust Joint Powers Agreement (JPA) after seeing what other agencies interests were; reported that they received an update that morning that five cities have signed the JPA and three additional cities have approved participation and the signed agreement is pending; recapped that, in September 2024, SCAG awarded the SBCCOG $570,000 in REAP 2.0 funds, which supported a feasibility study for forming a regional housing trust; noted the SBRHT would operate as the independent joint powers authority to support affordable housing projects supported by member cities; stated the purpose of the Trust is to receive and leverage public and private funding for affordable housing projects, support development of projects, and coordinate regional housing efforts without affecting local-land use authority; highlighted what the Trust does not have the authority to do: it cannot regulate zoning or development approvals, impose fees or taxes, require inclusionary zoning, obligate cities to dedicate funding, and cannot approve projects that the host city does not support; stated that the Trust will be governed by a Board of Directors made up of one elected official from each of the member agencies, and two policy experts appointed by the COG City Managers Committee in either Housing or Homelessness; noted that the term is for two years but with no term limit; stated that the Board may: hire staff and consultants, apply for grants and loans, issue non-recourse debt, and acquire or dispose of property for affordable housing; noted that administrative services may be provided by a member agency who is part of the Trust or the COG; reported membership cities joined by signing the JPA and stated that is what is being presented to Council that evening; reported that currently there is no cost to join (but future dues may be required if the Board decides to pursue future dues), cities may withdraw by adopting a resolution, paying outstanding administrative fees, and providing a 90 day notice; stated that the JPA would sunset if no administrative funding is secured by the end of the year or the JPA may be terminated by a majority vote of member cities or agencies; spoke of the COG and their legal team working with Senator Allen's office on a potential amendment seeking to address issues identified during the feasibility process and once that draft legislation is ready they will request letters of support from member agencies; reported, as of that morning, the five cities that have signed the JPA are: El Segundo, Hawthorne, Inglewood, Lomita, and Rancho Palos Verdes; reported that Lawndale, Manhattan Beach, and Torrance have approved to join pending the final signed agreement; noted that the COG has given the other 16 cities until the end of the month to sign the agreement, submit the signed agreement, and designate a representative; announced the first Board Meeting is scheduled for April 23, 2026; said that the COG did circulate a revised agreement since some concerns were raised by the City Attorney's office after the City's February 3rd meeting, but those remain unresolved and given that eight cities have already approved the agreement further revisions are not expected and the agreement is presented "as is" for the City Council's

consideration.

Mayor Light asked the City Attorney if she felt any were so egregious she would not recommend the City to join.

City Attorney Ford replied no.

Jane Chung stated that staff's recommendations would be to approve the JPA and select a representative to serve on the SBRHT Board of Directors.

Mayor Light spoke in support of the City joining the JPA and recommended appointing Councilmember Kaluderovic as the City's representative.

Councilmember Obagi agreed with Mayor Light and mentioned he nominated Councilmember Kaluderovic for another board; voiced concern that she may become overwhelmed being on too many boards.

Councilmember Kaluderovic stated she has thought about it and to give some perspective stated that the Measure A sales tax in the County, which brings in over $1 billion a year, is split 40% to LACAHSA and 60% to homeless services and she sits on ECRHA, which is the board that oversees that spending; noted that the Housing Trust, LACAHSA, and ECRHA are all connected and she would like to serve on it because, as it is all implemented, having a seat at the table would be important so they can advocate and push back on how they use the money.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the Joint Powers Agreement and select Councilmember Kaluderovic to serve on the SBRHT Board of Directors.

Councilmember Waller spoke of being an early member of the JPA is important and noted some of the concerns raised by the City Attorney can be addressed by a member of the JPA; endorsed participation by Councilmember Kaluderovic and Redondo Beach.

Councilmember Behrendt mentioned that Councilmember Waller is on the COG and wanted to make sure if he had any interest that he was given the opportunity.

Councilmember Waller said he would have done it if no one else was interested.

Councilmember Kaluderovic welcomed someone else stepping into the role but saw the value of her being the person to help establish the rules and make sure they are formed and in place.

Discussion followed regarding designating an alternate.

Councilmember Obagi appended his motion to include Councilmember Waller as the alternate.

Councilmember Waller accepted.

Councilmember Kaluderovic added a friendly amendment to authorize the Mayor to sign a letter of support to Senator Allen's bill when it becomes appropriate so they don't have to have a discussion.

Councilmembers Obagi and Waller accepted the friendly amendment.

Mayor Light invited public comments.

Liaison Bodkin reported no hands raised on Zoom and one eComment in support.

Motion carried 5-0 by voice vote.

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING AN ANALYSIS OF BEACH CITIES TRANSIT YOUTH RIDERSHIP AND PLANNED IMPROVEMENTS

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Community Services Director Hause introduced the item stating, as part of the Strategic Plan, Council asked the Community Services Department to evaluate ways that the City's transit system could better serve the teens and youths in the community; turned the floor over to Transit Manager Ty Gunn and Senior Management Analyst Paige Meyer.

Transit Manager Gunn provided a presentation on the Beach Cities Transit Youth Engagement and Ridership Improvement plan; outlined that he would be speaking about the current routes, constraints they discovered during their evaluation, route options evaluated, changes and improvements they are planning to implement, and recommendations; stated for the City's current routes they have Line 109 and Line 102 and explained the areas they operate; reported they attended the Youth Commission meeting on February 5th and they asked the Commission about other stops they would like to have beyond the areas they had listed on a slide; noted that the Youth Commission provided feedback for staff to consider; reported that RUHS is BCT's most utilized stop and that the school trips are operated as extensions of Line 102; turned the presentation over to Senior Analyst Meyer.

Senior Analyst Meyer reported that they took a look at the current state of youth ridership by specifically analyzing the fare counts of the student bus pass holders but noted that does not capture an accurate count if the students are paying by cash or use tap cards; stated that student bus pass holders make up approximately 43% of weekday ridership on Line 102 and that declines to 3% on the weekends so students are not choosing to ride the bus for recreational purposes; stated they have a number of constraints: funding allocated is based on ridership which comes from local, state, and federal transit specific funding, annual revenue service hours are fully allocated, bus

fleets have some maneuverability limitations on City streets so it limits places they can go, and the FTA does not allow any agency that takes in federal transit money to compete with a private charter so they have to stick to a fixed route model; noted that any area expansions would cause a reduction to existing service or ridership would need to grow; provided a slide showing the routes they evaluated and went over where they could add service and how they could improve service; reported that they looked into what it would take to add service to the Teen Center, Adams Middle School, and Parras Middle School with the goal of connecting teens to the Teen Center; explained why adding a Teen Center stop and Adams Middle School would not be feasible and stated Parras Middle School would be a potential new stop in the future but currently conflicting bell schedules with the RUHS and limited revenue service hours prevent implementation at this time; stated one of the Youth Commissioners asked about having a stop on the south side of the high school on Vincent to be of service during football games and said it would be logistically feasible when they have the hours available; spoke about working within the constraints by improving current service routes to RUHS, the Pier, and Riviera Village; provided slides showing what staff is proposing as minor route adjustments to the three service routes mentioned and explained how they would implement the adjustments; reported with the adjustments Line 109 would be shortened and Line 102 would be lengthened and in doing so it would span the entire length of the City and impacts would be minimal; announced they plan to implement this change in June of 2026 and will post notices at all the affected bus stops at least one month prior; noted staff will leverage the City's social media accounts, update brochures, put out ads, and return to the Youth Commission to do as much messaging as possible.

Mayor Light asked for some clarification on the adjustments and whether the changes would increase ridership on both lines.

Senior Analyst Meyer stated it would improve efficiency.

Mayor Light opined that more people would want to go from Riviera Village to Manhattan and Hermosa rather than what staff is proposing and noted they would have to hop onto two busses to do that; asked if they would then have to drop kids off at school first, go down and get the South Redondo kids, and then go back to RUHS to drop them.

Senior Analyst Meyer clarified that they have special school tripper service that would not be altered at all; added that this plan was originally proposed in a transit study done a few years ago but never implemented and it was found not many riders utilized that portion of Line 109 to travel onward.

Transit Manager Gunn reviewed other service improvements that staff is hoping to implement which are: on-time performance, online tracking, school-year student bus passes, changes in social media/outreach platforms, contactless fare, and transition to smaller busses; explained that currently they have 12 32-foot busses and two 25-foot cutaways and, although full-size busses provide higher capacity, they are less

maneuverable and can feel imposing to first time riders; reported that cutaways cost significantly less than full-size busses which will allow BCT to acquire more vehicles and increase service flexibility.

Mayor Light asked if they ever exceed capacity in cutaway buses.

Senior Analyst Meyer replied that they do exceed but stated the introduction of additional cutaways won't come at the expense of ridership and will keep enough full-size buses to accommodate the City's peak travel times and keep the school trippers as well.

Mayor Light reported they received an email, which is in the Blue Folder, regarding ridership and appreciated staff addressing it; asked if the new buses would be environmentally friendly.

Senior Analyst Meyer responded that all of the buses are CNG and they do have a zero-emission bus rollout plan that is established; noted it is reliant on staff building the infrastructure to be able to charge; reported that four of the existing large buses are coming to the end of their useful life and those are the ones they plan on procuring at this time; stated that their goal with the improvements is to increase ridership, which would provide more flexibility to add new stops and reduce wait times between each bus and they would like to positively impact all riders not just the youth; stated staff's recommendation would be to receive and file the BCT Youth Engagement and Ridership Improvements Report.

Mayor Light asked if there was any other action Council needed to take to implement the new routes and the new buying habits.

Community Services Director Hause replied that they welcomed any feedback and thoughts but were confident in their analysis and with their proposal.

City Manager Witzansky added the items presented could be administratively implemented by staff so there are no actions required for the Council to proceed; noted as they procure different buses and implement other features those would come before the Council for their consideration.

Councilmember Obagi asked if they would ensure that the 109 bus stops at the Pier Circle before the 102 so that the transfer time is not prolonged.

Transit Manager Gunn responded that the contractor plans for short wait times without overlap of arrival times.

Councilmember Obagi spoke in support of the item and suggested to Director Hause that they cross collaborate social media posts by RB teens and BCT on information regarding stops in relation to the Teen Center.

Councilmember Waller commented that, in regards to adding Parras to the route, it is an interesting idea but with the existing route he felt it would take a bigger route adjustment than what they are doing; stated it's a great idea connecting North Redondo Beach to the Village because so many students hang out there; mentioned doing a 12-month bus pass option because so many students like to go to the Village and that may increase ridership during the summertime months; asked Director Hause if RBUSD still need to approve action regarding tap cards.

Community Services Director Hause clarified that he may be referring to the Metro GoPass, which is the item the School District would encumber the cost for and they have not approved yet but the City has accepted on their buses.

Councilmember Waller noted some students were in the audience and commented that during public comment it would be great to hear from them.

Mayor Light commented that, with the change in route, more North Redondo kids would have access to the Teen Center.

Councilmember Kaluderovic spoke about the need to increase ridership in order to add more stops and stated anything the Council could do to help promote that to let them know; noted that the bus route would pass near the new Allcove campus and would love to have Parras and Adams part of the route but understood they need to increase riders before that could happen.

Councilmember Castle spoke of the Kite Festival where the parking lots were completely filled and reported that they will have several events at the Waterfront; asked if there was a way to have BCT coordinate with the City to provide extra services or to promote using BCT for the City's special events.

Transit Manager Gunn responded that as long as it is within the route they can do some adjustments but it cannot be considered shuttle service.

More discussion followed regarding using the BCT service for the City's special events.

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

Mayor Light invited public comments.

Grace Peng (via Zoom), District 5, spoke of her and her daughter using the 102; stated that, although she supports having the 109 connect to the Riviera Village, she felt it would take extra time and service hours are limited; reported that living in District 5 meant you already pay a 20-minute time tax to go to the Galleria and back and that the buses are so full that kids can't even get on at Rindge and Artesia; suggested BCT run the bus straight and have it turn around and rear back between the K-line Station, Redondo Beach, and the Riviera Village then run a separate bus for the Artesia line that

goes between the Galleria to Aviation; commented that the people that work at the Riviera Village should also have a direct route to their jobs; reported that the comments are turned off on social media so she is unable to ask questions and no one can interact with staff; stated that the 109 suffers from really long headways because it snakes through the shopping center and opined they do not need to replicate that on the 102 just to help kids get to Parras and Adams and explained that the current stops are already walkable; Grace Peng's time was up so she was unable to finish her comment.

Liaison Bodkin reported no other hands raised on Zoom and two eComments: one in support and one in opposition.

Councilmember Obagi referred to the comment regarding travelling south from North Redondo (District 5) and asked staff if a person exited the bus on Vail and Artesia Blvd., crossed the street to another bus stop, would they catch a new bus or would they end up waiting for the same bus to come back around.

Transit Manager Gunn responded that it would be the same bus.

Councilmember Behrendt asked if staff studied the feasibility and appropriateness of the 102 going down Rindge and then going straight to the Riviera Village.

Senior Analyst Meyer replied that her first concern would be by doing that they would bypass the Transit Center that people rely on for connections.

Transit Manager Gunn noted that they were suggesting a type of express bus service that goes strictly from North to South Redondo and they haven't looked into that option because the line connects to too many different routes that people rely on from the Transit Center; asked that they keep in mind any additional service hours will exceed their limitations until they increase the ridership.

Community Services Director Hause stated that they only way to potentially explore it as an option would be to take existing times and routes, convert them to express, and provide strong notification to those that use it during those peak hours; said they need to find a way to assess the impact of doing that to those that use it to connect to the transit centers; confirmed with Transit Manager Gunn that they could look into that.

Councilmember Behrendt stated the concept would be the K-line down Rindge and instead of going east on Artesia it continues down Rindge; asked City Manager Witzansky if staff had the bandwidth.

City Manager Witzansky responded that it seemed to be more repurposing existing resources to be more effective and efficient, but they would have to study it a bit first.

Mayor Light asked about the comments being turned off as the speaker mentioned.

Community Development Director Hause reported that the RBTC comments are on and

the speaker might be referring to the City of Redondo Beach Instagram.

Transit Manager Gunn noted that she could also email them with comments.

Motion carried 5-0 by voice vote.

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

Community Development Director Wiener stated he would be joined by John Ciampa for the presentation; provided background on the item: August 5, 2025, City Council provided guidance to increase FAR to 1.5 for Artesia/Aviation and create rooftop dining regulations for the AACP, January 6, 2026, City Council reviewed the draft amendments and provided input which is outlined in the Staff Report, and on February 19, 2026, staff presented the draft code amendments to the Planning Commission for review and recommendations to the City Council which they are presenting that evening; noted that it is a high priority item for the City so the turnaround if fairly quick and they are working within the timelines to get the General Plan Land Use Element adopted and head into the Article 27 vote in the Fall; recapped the development standards for AACAP for C-2 and C-2-PD:

1) Increase the FAR from 0.6 to 1.5
2) Increase the max stories from 2 to 3
3) Increase the max height from 30 ft. to 45 ft.
4) Require a 3rd floor setback of 5 ft. from the 2nd story face fronting Artesia and Aviation Blvd.
5) Eliminate the 10% usable public open space requirement

Community Development Director Wiener reviewed the rooftop standards of the draft ordinance regarding rooftop dining:

1) AUP required
2) Operating standards – hours, alcohol service, limit amplified sound, noise mitigation, seating
3) Allow limited rooftop structures to a height max of 10 ft. above the height of the zone with the exception of elevators
4) 20 ft. setback from residential uses
5) Seek architectural compatibility and avoid lighting impacts

Community Development Director Wiener noted additional details are provided as attachments with the packet.

Mayor Light asked at what point rooftop deck structures essentially become a fourth story and can they differentiate that.

Community Development Director Wiener responded that the way it is written in the ordinance is it is for furniture or unenclosed structures such as a pergola and the only enclosed structure allowed is the elevator.

More discussion followed and Director Wiener stated they can define it more clearly.

Community Development Director Wiener reviewed the Planning Commission's recommendations for the AACAP development standards:

1) Initiate a public outreach visioning process
2) Develop visual photo simulations to depict the streetscape
3) Consider treating Artesia Blvd. and Aviation Blvd. differently
4) The maximum development potential should not be granted automatically, but should be contingent upon certain design criteria and use of the upper floors
5) All levels above the first-floor should have additional setbacks; stated staff's concern with this recommendation is potentially having a uniformed look in architecture
6) Design standards should require variations in the wall planes on all three levels of the building
7) A first floor 10-foot front yard setback should be considered due to narrow sidewalks and to create more public space; voiced concern that Public Works requires a dedication for new builds along Artesia and Aviation so that would establish a new property line and noted it would be important to have an urban edge that engages the pedestrian so staff recommended keeping it at five-feet.

Discussion followed to define where the setback starts and what that would mean with the additional five-foot setback; noted that it starts at the property line or the edge of the sidewalk which would be about 12 to 13 feet from the street.

Community Development Director Wiener reported that the Planning Commission also recommended a CUP be required for the rooftop dining as opposed to the AUP; noted that a CUP would require a full hearing with the Planning Commission; recalled that the last time Council discussed rooftop dining they wanted to keep it streamlined and straightforward but the Planning Commission felt that a more public process would be prudent for it; stated that the Planning Commission recommended including the rooftop dining area in the allowed FAR; reported that the 1.5 FAR allowance is what is triggering the Article 27 vote, since it increases intensity and allows for more square footage, and in what he had read the building envelope standards don't necessarily need to go to the vote it is the FAR and said they could discuss that offline; opined if the rooftop dining is considered separate from the FAR that would be additional square footage and would generate more traffic and the ordinance for rooftop dining would need to go to an Article 27 vote.

Mayor Light disagreed and stated he wrote Measure DD with Bill Brand and said the FAR does drive intensity.

Community Development Director Wiener stated that is what he was saying, that it is the 1.5 FAR that is triggering the vote; clarified that if they incorporated the rooftop dining into the 1.5 FAR allowance it would be covered under the Article 27 vote but if it's in addition to the 1.5 it would be separate.

Councilmember Castle asked if it is included in the FAR it's under 1.5 but if it's outside of the FAR it triggers the intensity development.

Community Development Director Wiener responded yes and it would increase traffic and occupancy.

City Manager Witzansky added it would force the City to do supplemental traffic analysis and it would be a standalone Article 27 analysis which would add more time; strongly recommended that Council incorporate rooftop dining as part of the commercial floor ratio calculation which would allow them to get to the vote more quickly, allows the City to post their Article 27 impacts analysis more quickly, and allows Council to take administrative action; noted if they treat it as a separate item it will take more time.

Some discussion followed.

Community Development Director Wiener continued with the presentation; stated the other recommendation was to increase the setback of the rooftop dining from 20 to 30 ft from residential uses and said the Planning Commission didn't have a strong sentiment about this; stated staff's opinion is the 20 ft. would be sufficient and that there are provisions in the ordinance that require screening from residential on that side; reported that the Planning Commission also recommended that the elevators be included in the allowed height.

Mayor Light pointed out that achieving three stories would be difficult if the elevator shaft has to go above the top story.

City Manager Witzansky stated they would have to pinch the ceiling heigh on the first floor and they have noted that one distinction for successful ground floor commercial is high ceilings.

Community Development Director Wiener said they could consider implementing a standard that the elevator be shifted towards the middle, rear, or away from the street so it is not as visible to the street; provided a slide with AB2011 considerations and noted it a new state law was applied to it and that under AB2011 a developer would be allowed to build housing projects on Artesia and Aviation and explained what that would allow; opined Council needed to keep in mind there are state laws that are in effect that would have similar impact to what is being proposed.

Mayor Light stated if they make it too hard to do what the City wants to do with the AACAP it almost forces AB2011.

City Manager Witzansky opined they would want to create as much flexibility with the City's commercial apparatus as possible so it can be successful financially for developers.

Community Development Director Wiener pointed out that AB2011 applies to zones that only allow commercial so if there was some amount of residential allowed within the zones AB2011 would not apply.

City Manager Witzansky added if the City were to consider that they would want to receive credit for it in their housing element unit calculation as part of the seven-cycle update when the time comes.

Community Development Director Wiener stated staff's recommendations were to receive and file the report, consider the Planning Commission's recommendations, and provide direction to staff; noted that staff would specifically recommend Council have the rooftop dining be included in the FAR cap.

Councilmember Behrendt thanked staff and the Planning Commission for all their work; noted that he did watch the Planning Commission meeting and felt that the public comment was thoughtful; supported the recommendation on the FAR and supported incorporating rooftop dining in the FAR cap; agreed with the AUP and stated he trusted staff.

Mayor Light asked if the AUP is appealable to the Council or to the Planning Commission.

Community Development Director Wiener responded that it is appealable to the Planning Commission and the City does have other sections in the code for certain uses; noted the code has a provision that gives the Director the ability to refer it.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, to receive and file the report, consider the Planning Commission's recommendations, and provide direction to staff to incorporate the rooftop dining square footage in the FAR cap calculations and to move forward.

Councilmember Obagi thanked Director Wiener and the Planning Commission; agreed with what Councilmember Behrendt said and noted that he watched the Planning Commission meeting; reported that he and Councilmember Behrendt discussed the recommendations; said that the Planning Commission asked him if his residents understood his proposal of an intensity of a 1.5 FAR and mentioned he would like to verify that the residents know and it is their will; stated he tried to put it in the Blue Folder; spoke of seeing the Planning Commission's role as preserving what the City has and revitalize parts of it without supersizing it but that his role is different and he was elected to bring life to the Artesia Blvd.; provided on the screen a poll that was sent out right before the Planning Commission meeting; reviewed the questions and results from the poll and

stated that the public and constituents of the City mandated bold or more than bold action to bring about attracting investment to Artesia Blvd. and Aviation Blvd.; referenced AB2011 and stated that Larry Kosmont spoke at ICA about commercial retail being dead; noted that plan A is to bring about commercial redevelopment to Artesia Blvd. but that plan B would probably include some residential if plan A is not successful; said they are going to need RHNA credit for any residential that comes to Artesia so he wouldn't want a zone residential end so they defeat AB2011; commented that the vitalization of Artesia Blvd may include a mix of residential under AB2011 and commercial but that the residential would not dwarf the commercial.

Mayor Light invited public comments.

Teresa Mitchell stated that the survey Councilmember Obagi mentioned came out literally right before the Planning Commission hearing and pointed out that only 166 people took the survey out of 22,000; said she has spoken to her neighbors and they are not aware of the impacts that a 45-foot building would bring; stated under AB2011, Aviation would only be allowed 35-ft because it is a 78-foot corridor and not a 100-foot corridor; recommended that Artesia and Aviation are treated differently with different profiles since they are very different lot sizes and some backyards would be right up to the commercial; voiced support for the rooftop dining being incorporated into the height limits and into the FAR; felt that the Planning Commission had some very thoughtful approaches, asked that Council incorporate the community input since it would likely impact the residents for the next few decades; noted that they have time to hold one or two community meetings before November.

Councilmember Obagi stated that he has held two community meetings already and has another one coming up on April 1st with Councilmember Behrendt; commented that his meetings are not limited to certain items and he has notified over 9,000 people each time; reported that he has heard strong support for all of it and there's been ample opportunity for people.

Wayne Craig, Planning Commissioner, agreed with Teresa Mitchell that Aviation and Artesia are very different and that they may need to vote on them in that way; spoke about the AACAP being patterned by Colorado Blvd. in Pasadena and that he visited the area a couple of weeks ago and noted that it wasn't what he expected; suggested they go there and visit; agreed with Councilmember Obagi that people do want to have the change but people are having trouble visualizing it; stated if it isn't explained carefully and doesn't get voted in, it will fail; mentioned having an AI generated visualization of what it would look like so that people can see it and vote for it; stated that the reason the Planning Commission felt a 20 or 30 foot setback was needed for the rooftop dining is because the way the area is set up the dining would almost directly look into people's living rooms.

Shiela Lamb, District 4, reported that she spoke at the Planning Commission meeting regarding the proposed increase in FAR and height along Artesia Blvd. and supported the recommendation that the City include resident visioning sessions as part of the process; noted that the decision appears to be a technical zoning adjustment but it is

actually a decision about the future form of the entire corridor; agreed with Councilmember Obagi that residents are waiting and eager for the development to happen; stated that process matters and increasing FAR and height corridor-wide changes the physical DNA of the City and residents deserve an opportunity to weigh in before those entitlements are established; stated a corridor visioning process would allow residents to see visual options and support the work staff is doing; stated that cumulative impacts matter and that each policy change stack and that understanding the cumulative buildout scenario would help everyone see what Artesia could become if the entitlements are fully utilized; stated that consistency matters and the corridor should evolve with clear design standards so development occurs coherently rather than parcel by parcel; requested that the Council honor the Planning Commission and the staff's recommendation for visioning sessions for Artesia Blvd.

Grace Peng (via Zoom) stated she has lived on the Artesia corridor since 1997 and have been to too many community meetings and visioning meetings and is ready for extremely bold change; said she is not afraid of four story buildings and her and her husband are looking forward to rooftop dining on the fourth floor and walking home after a few drinks; congratulated the Aviation restaurants that made it on the LA Times Top 101 Restaurants in LA County; requested a bus service for Aviation south of Artesia and suggested a route for the 102 bus to help residents support Redondo Beach restaurants; noted that the bus from Rindge and Artesia to Pier Ave. only takes seven minutes and she and her husband dine there all the time because of that bus; stated that RHNA is here and the City will have more people but it can be a good thing because it can support more bus service and more restaurants; stated that if the City put a bike lane on Artesia people would use it which would promote more money being spent in the City and the City will gain more sales tax.

Holly Osborne recalled someone on the Planning Commission said, after the Montecito was built, if they had realized how tall that would have been, they would have never approved it; asked how tall is the Montecito and how tall is what the Council is approving; noted she didn't want to discuss it but hoped someone would answer the questions.

Liaison Bodkin reported no more online and one eComment in support.

Mayor Light stated he looked back through some of his notes and when he was on the GPAC they heard of the AACAP in September 2019 and there were several public workshops; noted that there are minutes on it and that there were also meetings that were streamed to the public.

Councilmember Obagi showed the Montecito and reported that the Montecito is a four story structure to answer Holly Osborne's question; noted that the Council is only allowing three stories for the AACAP; stated that he and Councilmember Behrendt had discussed whether Aviation Blvd. should get a lesser intensity and the question for them is what is going to get that boulevard going; asked Director Wiener if they factor in surrounding neighborhoods or residences in their approval process and does the City do any noticing to the surrounding neighbors.

Community Development Director Wiener replied yes, public noticing is done and that there is discretion and the code includes design standards that need to be met with all the projects in order to be approved.

City Manager Witzansky added that when they receive applications, they work closely with the developers to recognize the site surroundings and to be as compatible with the neighborhoods as possible; noted that in some cases the City code or state law may prevail over some of that sensibility.

Councilmember Obagi asked Director Wiener if the City would be putting Aviation or Artesia at risk for canyonization.

Community Development Director Wiener said he didn't think so because it is a fairly wide roadway, noted it has four lanes; stated based on examples in other cities and within the City he didn't believe it would lead to canyonization effect.

Councilmember Obagi felt with the current environment of the area they need to go bold; noted that if they start and don't like what they see they can scale it back without further environmental review; stated that they have done all the noticing, appeals to the Planning Commission, and addressed concerns and ultimately it will go to the residents to approve or disapprove.

Councilmember Kaluderovic highlighted the power poles on Aviation and asked if there were new development how would those be addressed.

Community Development Director Wiener said right now there is no requirement to underground the laterals that service the property, there is not a requirement that is a condition of the project that they need to underground the utility lines in the right-of-way; noted in his experience you typically can't just do a small section it needs to be a network of them but it is something they can do more research on and bring it back to the Council; said it would improve the aesthetic of it.

More discussion followed.

Mayor Light noted that the Montecito is what the AB2011 could produce and his concern is if they are too stringent on the AACAP they will be forced and have no control so if they don't make it more suitable to the developers with commercial this zoning will be predominantly residential and commercial will be an afterthought.

Motion carried 5-0 by voice vote.

O. CITY MANAGER ITEMS

City Manager Witzansky noted there is a Council meeting next Tuesday and they will be discussing mid-year budget and as part of that item there will be a presentation from the

Community Development staff on community development service and operation fees; stated they may have a scheduled hearing on a prospective preferential parking district that was proposed for Council consideration; reported they will be dark the following Tuesday and back on March 31st in the afternoon for the Strategic Planning Session.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, for a referral to the PAC to discuss and come up with a history of the LGBTQ Community in Redondo Beach to help inform the Cultural Arts Commission and their selection of art for the North Redondo area.

Motion carried 5-0 by voice vote.

R. RECESS TO CLOSED SESSION - None

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 – None

T. ADJOURNMENT – 8:29 P.M.

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

Motion carried 5-0 by voice vote.

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 1:00 p.m. (Open Session) on Tuesday, March 17, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach,

California.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk

Administrative Report

H.4., **File #** 26-0211 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
CHECKS 30580-30589 IN THE AMOUNT OF $16,184.56, PD. 3/27/26
DIRECT DEPOSIT 309279-309926 IN THE AMOUNT OF $2,421,288.73, PD. 3/27/26
EFT/ACH $11,120.18, PD. 3/13/26 (PP2606)
EFT/ACH $496,185.65, PD. 3/23/26 (PP2605)

ACCOUNTS PAYABLE DEMANDS
CHECKS 124074-124251 IN THE AMOUNT OF $2,388,269.89
EFT CALPERS MEDICAL INSURANCE $570,279.25
EFT LA COUNTY DEPT OF PUBLIC HEALTH $43,000.00
EFT CITYGATE ASSOCIATES, LLC $2,418.75 (INVOICE #32061)
DIRECT DEPOSIT 100010329-100010416 IN THE AMOUNT OF $109,632.47, PD.4/1/26
REPLACEMENT DEMANDS 124072-124073

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 04142026_RECOMMENDATION_TO_APPROVE
- 04142026_VENDOR_INVOICE_LIST

RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING APRIL 14, 2026

a. Payroll Demands

- **Checks 30580-30589, $16,184.56, Pd.3/27/26**
- **Direct Deposit 309279-309926, $2,421,288.73, Pd.3/27/26**
- **EFT/ACH $11,120.18, Pd. 3/13/26 (PP2606)**
- **EFT/ACH $496,185.65, Pd. 3/23/26 (PP2605)**

b. Accounts Payable Demands

- **Checks 124074-124251, $2,388,269.89**
- **EFT CalPERS Medical Insurance $570,279.25**
- **EFT LA County Dept. of Public Health $43,000.00**
- **EFT Citygate Associates, LLC $2,418.75 (Invoice #32061)**
- **Direct Deposit 100010329-100010416, $109,632.47, Pd. 4/1/26**

Replacement Demands

124072	**Christine Tran** **(Replaced ck #121376-Stale)**	**$400.00**
124073	**CHK America, Inc.** **(Replaced ck #120654-Never rec'd)**	**$2,550.00**

I hereby approve and authorize for payment the above demands.

Mike Witzansky
City Manager

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4 1736 FAMILY CRISIS CENTER										
07/01/2025 TO 9/30/2		03/10/2026	10334941	04072026	124074	2,074.93	03/10/2026	INV	PD	CDBG 1736 FAMILY CRISIS C
10/01/25 TO 12/30/25		03/10/2026	10334945	04072026	124074	2,952.67	03/10/2026	INV	PD	1736 FAMILY CRISIS CTR 4E
JAN - FEB 2026		03/30/2026	10335749	04072026	124074	1,471.79	03/30/2026	INV	PD	CDBG JAN - FEB. 2026
						6,499.39				
15117 ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS LLC										
38320	6963	02/25/2026	10335402	04072026	124075	76,031.00	03/23/2026	INV	PD	PORTOFINO/YACHT CLUB WAY
38634	6963	03/10/2026	10335408	04072026	124075	7,728.00	03/23/2026	INV	PD	PORTOFINO/YACHT CLUB WAY
						83,759.00				
45 ACCO ENGINEERED SYSTEMS INC										
20798313	7289	03/06/2026	10334994	04072026	124076	5,960.00	04/05/2026	INV	PD	CHILLER REPLACEMENTS AT V
20799368		03/11/2026	10335128	04072026	124076	3,069.00	04/10/2026	INV	PD	CITY HALL AC #3 REPAIR 3/
						9,029.00				
15518 ACCO ENGINEERED SYSTEMS										
140722		02/26/2026	10335102	04072026	124077	314.00	03/13/2026	INV	PD	REFUND OF A WITHDRAWN PER
56 ACTION BLUEPRINT										
6506		01/21/2026	10335373	04072026	124078	176.80	03/19/2026	INV	PD	PORTOFINO WAY PUMP STATIO
5820 ADMINSURE										
18712		03/15/2026	10335164	04072026	124079	12,200.00	03/23/2026	INV	PD	GL & WC APRIL 2026
8759 ALAN'S LAWNMOWER & GARDEN CENTER										
123292		03/03/2026	10334922	04072026	124080	644.44	04/01/2026	INV	PD	CHAIN LOOP; CHAIN LOOP OI
12753 ALESHIRE & WYNDER LLP										
103407		02/25/2026	10334957	04072026	124081	22.50	03/23/2026	INV	PD	1/26 SB-9 Legal Fees
12747 ALL CITY MANAGEMENT SERVICES INC										
PS-INV104351	7113	03/06/2026	10335372	04072026	124082	6,769.50	04/06/2026	INV	PD	FY25-26 CROSSING GUARD SE
11750 ALLIED UNIVERSAL SECURITY SERVICES										
209058		03/22/2026	10335425	04072026	124083	1,745.90	03/22/2026	INV	PD	USHER SERVICES FOR SCHOOL
209059		03/22/2026	10335426	04072026	124083	19,881.15	03/22/2026	INV	PD	USHER SERVICES FOR HALL O
						21,627.05				
15405 AMAZON CAPITAL SERVICES										
1D3T-39FK-9Q1C		03/05/2026	10335259	04072026	124084	141.56	03/23/2026	INV	PD	Office Supplies
1DQY-X331-9FHQ		03/17/2026	10335258	04072026	124084	27.83	03/23/2026	INV	PD	Office Supplies
1Q7P-KQ7K-NQKP		03/17/2026	10335257	04072026	124084	155.87	03/23/2026	INV	PD	Office Supplies

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						325.26				
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21401278		03/06/2026	10335375	04072026	124085	282.91	03/23/2026	INV	PD	JAIL FACILITY LINEN SERVI
21403251		03/10/2026	10335376	04072026	124085	280.29	04/10/2026	INV	PD	JAIL FACILITY LINEN SERVI
21405318		03/13/2026	10335356	04072026	124085	282.91	03/23/2026	INV	PD	JAIL FACILITY LINEN SERVI
21407198		03/17/2026	10335355	04072026	124085	291.71	03/23/2026	INV	PD	JAIL FACILITY LINEN SERVI
						1,137.82				
11925 ARDURRA GROUP, INC.										
181893	6938	03/06/2026	10335156	04072026	124086	2,301.75	03/23/2026	INV	PD	CONSTRUCTION MANAGEMENT R
2825 AT&T										
03012026		03/01/2026	10335357	04072026	124087	48.51	04/02/2026	INV	PD	MONTHLY FEES ACCOUNT 339-
8029 ATHENS SERVICES										
21261901	7058	03/01/2026	10334875	04072026	124088	7,772.80	03/16/2026	INV	PD	PIER COMPACTOR ROLL-OFF S
384 BILL'S SOUND SYSTEMS, INC.										
47659		02/25/2026	10335255	04072026	124089	4,270.00	04/12/2026	INV	PD	CITY HALL FIRE ALARM ADD
47668		03/06/2026	10335055	04072026	124089	650.00	04/05/2026	INV	PD	VETERANS SR CTR - FIRE AL
47669		03/06/2026	10335056	04072026	124089	495.00	04/06/2026	INV	PD	PERRY PARK TEEN CTR FIRE
47678		03/06/2026	10335305	04072026	124089	65.00	03/19/2026	INV	PD	MAIN LIBRARY PASSCODE CHA
47691		03/12/2026	10335253	04072026	124089	542.00	04/12/2026	INV	PD	ALTA VISTA COMM CTR - FIR
						6,022.00				
11059 BLACKSTONE PUBLISHING										
2228696		03/12/2026	10335263	04072026	124090	210.00	03/23/2026	INV	PD	AUDIO VISUAL
14340 BOWMAN INFRASTRUCTURE ENGINEERS LTD										
528435.2	7089	10/31/2025	10335090	04072026	124091	3,487.54	03/13/2026	INV	PD	PLAN CHECKAND CONSULTING
549325	7089	02/28/2026	10335091	04072026	124091	254,040.46	03/13/2026	INV	PD	PLAN CHECKAND CONSULTING
549368	7089	02/28/2026	10335676	04072026	124091	48,312.50	03/27/2026	INV	PD	PLAN CHECKAND CONSULTING
						305,840.50				
546 CALIFORNIA MARINE AFFAIRS &										
8111		12/31/2025	10335234	04072026	124092	2,300.00	03/23/2026	INV	PD	DUES, MED SHALLOW DRAFT H
577 CALIFORNIA WATER SERVICE										
0125637138 031026		03/10/2026	10335246	04072026	124093	1,430.19	03/30/2026	INV	PD	500 FISHERMAN WHARF 03/01
2211933964 031026		03/10/2026	10335243	04072026	124093	7,116.16	03/30/2026	INV	PD	180 HARBOR DR, W TORR RB
6679269167-022626		02/26/2026	10335067	04072026	124093	3,315.94	03/17/2026	INV	PD	116 YACHT CLUB WAY, 137 I
9779295077-030626		03/06/2026	10335294	04072026	124093	16,215.98	03/25/2026	INV	PD	TORRANCE, HARBOR DR, ELEN
9968051525 031026		03/10/2026	10335248	04072026	124093	2,148.93	03/30/2026	INV	PD	PORTOFINO, MARINA WAY 2/7

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						30,227.20				
629 CAVENAUGH & ASSOC										
SFST ARIDE training		03/10/2026	10335262	04072026	124094	1,240.00	03/18/2026	INV	PD	SFST and ARIDE training K
15020 CENGAGE LEARNING INC										
999102486084		03/10/2026	10335179	04072026	124095	190.90	03/23/2026	INV	PD	BOOKS
999102489385		03/10/2026	10335178	04072026	124095	161.28	03/23/2026	INV	PD	BOOKS
999102489386		03/10/2026	10335177	04072026	124095	132.48	03/23/2026	INV	PD	BOOKS
999102505348		03/14/2026	10335337	04072026	124095	86.40	03/23/2026	INV	PD	BOOKS
						571.06				
660 CHARLES ABBOTT ASSOCIATES INC										
70131	7108	02/28/2026	10335144	04072026	124096	7,505.00	03/23/2026	INV	PD	NPDES PROFESSIONAL FSE IN
661 CHARLES E. THOMAS CO.										
122307		03/06/2026	10334921	04072026	124097	1,559.73	04/06/2026	INV	PD	UNLEADED PUMP REPAIRS
13000 CHARTER COMMUNICATIONS										
237747601030126		03/01/2026	10335365	04072026	124098	458.91	03/23/2026	INV	PD	MONTHLY FEES ACCOUNT 2377
15414 CHILDREN'S PLUS INC										
275199		02/25/2026	10335203	04072026	124099	200.48	03/23/2026	INV	PD	BOOKS
275200		02/25/2026	10335204	04072026	124099	31.26	03/23/2026	INV	PD	BOOKS
275202		02/25/2026	10335206	04072026	124099	32.03	03/23/2026	INV	PD	BOOKS
275203		02/25/2026	10335205	04072026	124099	16.01	03/23/2026	INV	PD	BOOKS
275209		02/25/2026	10335201	04072026	124099	301.54	03/23/2026	INV	PD	BOOKS
						581.32				
705 CITY OF REDONDO BEACH										
03/20/2026		02/27/2026	10335470	04072026	124100	164,810.21	03/23/2026	INV	PD	WC 02/02/2026 - 02/27/202
709 CITY OF TORRANCE										
00020000009601 - 326		03/09/2026	10335249	04072026	124101	60.35	04/09/2026	INV	PD	17300 HAWTHORNE BLVD 01/0
00020000054109-0326		03/09/2026	10335251	04072026	124101	65.70	04/09/2026	INV	PD	1521 KINGSDALE AVE - SHEL
						126.05				
12849 CLEAR INC										
February2026		03/03/2026	10335072	04072026	124102	8,230.00	03/23/2026	INV	PD	2/26 Services
INV.022026		03/01/2026	10335127	04072026	124102	26,237.00	03/23/2026	INV	PD	2/26 ACR Services
						34,467.00				
14427 CLIFTONLARSONALLEN LLP										
L261130214-A	7118	03/17/2026	10335271	04072026	124103	7,492.00	03/18/2026	INV	PD	FY 24-25 AUDIT SERVICES
L261130214-B	6453	03/17/2026	10335272	04072026	124103	490.26	03/18/2026	INV	PD	FISCAL YEAR AUDITING SERV

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
L261130214-C	6979	03/17/2026	10335273	04072026	124103	207.74	03/18/2026	INV	PD	FISCAL YEAR AUDITING CONT
						8,190.00				
11907 COBRA-ADVANTAGE ADMINISTRATORS										
194566		02/28/2026	10335163	04072026	124104	460.85	03/23/2026	INV	PD	BENEFITS - PARICIPANT FEE
7681 COMPLETE PAPERLESS SOLUTIONS										
4786	7315	03/17/2026	10335469	04072026	124105	12,309.04	03/24/2026	INV	PD	LASERFICHE SUBSCRIPTION
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS										
25120802990		12/08/2025	10335153	04072026	124106	6,266.75	03/23/2026	INV	PD	FCDP2025000154-PLCK KNOB
26011203816		01/12/2026	10335311	04072026	124106	17,432.10	03/23/2026	INV	PD	CSR #272845/FY25 CNTROLER
26011203864		01/12/2026	10335378	04072026	124106	56.15	02/12/2026	INV	PD	ARTESIA/KINGSDALE SIGNAL
26020904440		02/09/2026	10335312	04072026	124106	9,843.77	03/23/2026	INV	PD	CSR #272845/FY25/CNTOLER
26030905395		03/09/2026	10335297	04072026	124106	5,119.89	04/09/2026	INV	PD	SHARE OF TRAFFIC SIGNAL M
						38,718.66				
869 CRANE VEYOR CORPORATION										
78706	7242	02/26/2026	10335296	04072026	124107	10,640.00	03/26/2026	INV	PD	REPAIR/REPLACE HAND RAIL
8372 CULLIGAN OF SANTA ANA										
2018492		10/31/2025	10335155	04072026	124108	94.22	11/15/2025	INV	PD	DB EQUIPMENT WATER COOLER
10279 CULTURE SHOCK LOS ANGELES										
1312026		03/22/2026	10335431	04072026	124109	959.47	03/22/2026	INV	PD	PARTIAL REFUND - CULTURE
3554 CUMMINS-ALLISON CORPORATION										
7446467		02/20/2026	10335374	04072026	124110	241.90	03/19/2026	INV	PD	Maintence Inv
919 DANIELS TIRE SERVICE										
200562300		02/10/2026	10334917	04072026	124111	570.37	03/10/2026	INV	PD	TIRES
200563465		02/23/2026	10334916	04072026	124111	987.77	03/23/2026	INV	PD	STOCK: POLICE UNITS TIRES
200563631		02/20/2026	10334919	04072026	124111	-880.70	02/20/2026	CRM	PD	CREDIT FOR INVOICE #20056
200564661		03/05/2026	10335041	04072026	124111	246.93	04/10/2026	INV	PD	STOCK TIRES
200564691		03/05/2026	10335042	04072026	124111	1,729.19	04/10/2026	INV	PD	STOCK TIRES
						2,653.56				
15517 DAVE POWERS CONSTRUCTION										
2600360		02/26/2026	10335099	04072026	124112	1,666.14	03/13/2026	INV	PD	REFUND OF A CITY JOB PERM
956 DELTA DENTAL										
BE006899712		02/01/2026	10335775	04072026	124113	32,604.80	04/13/2026	INV	PD	DENTAL PPO ACTIVES, RETIR
9132 DELTA DENTAL INSURANCE COMPANY										

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
BE006899108		02/01/2026	10335770	04072026	124114	1,709.71	04/13/2026	INV	PD	DENTAL HMO ACTIVES FEBRUA
BE006899127		02/01/2026	10335773	04072026	124115	47.52	04/13/2026	INV	PD	DENTAL HMO RETIREES FEBRU
964 DEPARTMENT OF BEACHES & HARBORS										
26BH-005		09/10/2025	10335016	04072026	124116	1,198.34	09/25/2025	INV	PD	BEACH GROOMING AND CONTOU
971 DEPARTMENT OF JUSTICE										
028219		03/04/2026	10335261	04072026	124117	289.00	03/18/2026	INV	PD	fingerprint application p
12283 DEVIL MOUNTAIN WHOLESALE NURSERY										
INV672124		03/16/2026	10335280	04072026	124118	238.71	04/16/2026	INV	PD	190TH IVY FOR PARKS
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0006830530		03/09/2026	10334907	04072026	124119	715.10	03/23/2026	INV	PD	Pallet Shelter Power Pole
10499 DISABILITY ACCESS CONSULTANTS, LLC										
26-053	6702	02/28/2026	10335133	04072026	124120	2,000.00	03/30/2026	INV	PD	COMPLIANCE WITH AMERICANS
11538 DISABILITY COMMUNITY RESOURCE CENTER										
Quarter 1		04/01/2026		04072026	124121	1,790.39	04/01/2026	INV	PD	CDBG DISABILITY COMMUNITY
QUARTER 3		03/30/2026	10335748	04072026	124121	1,981.27	03/30/2026	INV	PD	CDBG JAN - MARCH 2026
QUARTER Q2		04/01/2026	10335893	04072026	124121	2,321.58	04/01/2026	INV	PD	CDBG DISABILITY COMMUNITY
						6,093.24				
4985 DISASTER MANAGEMENT SYSTEMS, INC.										
35085		02/05/2026	10335391	04072026	124122	210.53	03/07/2026	INV	PD	PARAMEDIC SUPPLIES
11505 DLT SOLUTIONS, LLC										
S1729088	7269	03/17/2026	10335310	04072026	124123	2,319.00	03/23/2026	INV	PD	AUTO CAD RENEWAL 3/2026-3
1055 EASY READER										
RD26-013	7031	02/05/2026	10335440	04072026	124124	195.00	03/23/2026	INV	PD	LEGAL ADS PUBLISHING
RD26-014	7031	02/05/2026	10335441	04072026	124124	180.00	03/23/2026	INV	PD	LEGAL ADS PUBLISHING
RD26-017	7031	03/05/2026	10335445	04072026	124124	255.00	03/23/2026	INV	PD	LEGAL ADS PUBLISHING
RD26-018	7031	03/05/2026	10335446	04072026	124124	277.50	03/23/2026	INV	PD	LEGAL ADS PUBLISHING
						907.50				
15512 EGAN, YULAN										
209557		03/10/2026	10334911	04072026	124125	200.00	03/10/2026	INV	PD	REFUND 209557 AV RETURN D
1099 EMPLOYMENT DEVELOPMENT DEPT										
MIS-00006897		02/23/2026	10335347	04072026	124126	161.00	03/19/2026	INV	PD	Reports

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
14856 ENDOTO CORP										
INV-002136	6783	01/15/2026	10335417	04072026	124127	24,017.73	03/23/2026	INV	PD	CROSSWALK REFUGE ISLAND &
15514 EPSTEIN, CARLY										
209553		03/10/2026	10334912	04072026	124128	900.00	03/10/2026	INV	PD	REFUND 209553 7REC0105-05
9987 EXCELSIOR ELEVATOR										
38387	7280	02/20/2026	10335293	04072026	124129	1,095.00	03/20/2026	INV	PD	FEBRUARY '26 ELEVATOR MAI
14584 FAIRBANK, MASLIN, MAULLIN, METZ, & ASSOC. INC										
242646	7305	03/11/2026	10334959	04072026	124130	34,750.00	03/11/2026	INV	PD	CONSULTANT SERVICES FOR C
7147 COUNTY OF MARIN CAL-SLA										
19307-2026		03/05/2026	10335018	04072026	124131	2,520.00	03/23/2026	INV	PD	ANNUAL ASSESSMENT DUES FY
10595 FLYPOET										
2212026		03/22/2026	10335433	04072026	124132	1,208.12	03/22/2026	INV	PD	PARTIAL REFUND - FLYPOET
15408 GALLS LLC										
034266613		03/02/2026	10335334	04072026	124133	4.41	04/01/2026	INV	PD	US FLAG EMBLEM
034280624		03/03/2026	10335335	04072026	124133	79.55	04/02/2026	INV	PD	UNIFORM ACCESSORIES
034302717		03/05/2026	10335339	04072026	124133	619.70	04/04/2026	INV	PD	UNIFORMS
034341903		03/09/2026	10335348	04072026	124133	185.47	04/08/2026	INV	PD	UNIFORMS
034345125		03/09/2026	10335349	04072026	124133	160.28	04/08/2026	INV	PD	UNIFORMS
034345135		03/09/2026	10335350	04072026	124133	13.84	04/08/2026	INV	PD	UNIFORM ACCESSORIES
034409703		03/14/2026	10335354	04072026	124133	18.66	04/13/2026	INV	PD	UNIFORM ACCESSORIES
						1,081.91				
7755 GAME TIME										
INV-00101275		02/10/2026	10334996	04072026	124134	305.86	03/10/2026	INV	PD	LA PAZ PARKETTE GIZMO FOR
11093 GANAHL LUMBER										
151266948		02/20/2026	10334923	04072026	124135	361.84	03/20/2026	INV	PD	LUMBER FOR WILDERNESS PAR
151269639		02/26/2026	10334925	04072026	124135	291.37	03/26/2026	INV	PD	LUMBER - SUPPLIES FOR WIL
151269874		02/26/2026	10334924	04072026	124135	214.82	03/26/2026	INV	PD	LUMBER FOR WILDERNESS PAR
						868.03				
1300 GAS COMPANY, THE										
06964443334-030626		03/06/2026	10335299	04072026	124136	6,575.62	03/26/2026	INV	PD	301 ESPLANADE, 3007 VAIL,
16503508778-0226		02/10/2026	10334955	04072026	124136	13,747.85	03/23/2026	INV	PD	CNG FUEL 2/1 - 3/1/26
						20,323.47				
6345 GOLD COAST TOURS, INC.										
442221		03/18/2026	10335274	04072026	124137	1,045.00	03/18/2026	INV	PD	SENIOR BUS EXCURSION 442

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3706 GOLDEN STATE WATER										
48470300004 030926		03/09/2026	10335242	04072026	124138	415.10	03/30/2026	INV	PD	INGLEWOOD PKW SE/LAWNDALE
54719000009-032626		03/05/2026	10335176	04072026	124138	137.79	03/26/2026	INV	PD	REDONDO BB, ARTESIA, LAWN
77298524149 030926		03/09/2026	10335240	04072026	124138	329.41	03/30/2026	INV	PD	16214 INGLEWOOD AVE IRR 2
						882.30				
12998 GRAVIT8 DANCE COMPETITION										
2132026		03/22/2026	10335432	04072026	124139	873.62	03/22/2026	INV	PD	PARTIAL REFUND - GRAVIT8
9412 GREENSTREET AUTO SPA										
202601-1		02/02/2026	10335285	04072026	124140	766.00	02/15/2026	INV	PD	JANUARY '26 CAR WASHES FO
202602-1		03/03/2026	10335288	04072026	124140	306.00	03/15/2026	INV	PD	FEBRUARY '26 CAR WASHES F
						1,072.00				
10677 GRIFFIN STRUCTURES, INC.										
GSI-RBPSP-01-R1	7130	03/27/2026	10335673	04072026	124141	10,902.95	03/27/2026	INV	PD	CONSULTANT SERVICES FOR M
GSI-RBPSP-02	7130	03/27/2026	10335674	04072026	124141	21,507.95	03/27/2026	INV	PD	CONSULTANT SERVICES FOR M
						32,410.90				
1416 HAAKER EQUIPMENT COMPANY										
INV27893		01/27/2026	10335306	04072026	124142	488.10	02/27/2026	INV	PD	PIER SWEEPER PARTS
INV31417		03/10/2026	10335058	04072026	124142	763.92	04/09/2026	INV	PD	UNIT 806 - LEVELER
						1,252.02				
1428 HARBOR & PIER ASSN										
3950		03/17/2026	10335238	04072026	124143	1,780.43	03/23/2026	INV	PD	APRIL 2026 DUES
11305 HARBOR INTERFAITH SERVICES										
3RD QUARTER		03/30/2026	10335747	04072026	124144	1,887.00	03/30/2026	INV	PD	CDBG JAN - MARCH 2026
QTR 1		03/10/2026	10334938	04072026	124144	1,887.00	03/10/2026	INV	PD	HARBOR INTERFAITH QTR 1
QTR 2		03/10/2026	10334939	04072026	124144	1,887.00	03/10/2026	INV	PD	HARBOR INTERFAITH SERVICE
						5,661.00				
14910 HENRY, ROXANNE										
03010305HENRY		03/18/2026	10335266	04072026	124145	387.00	03/18/2026	INV	PD	PER DIEM MANAGEMENT COURS
1475 HERMOSA SCHOOL OF DANCE AND MUSIC										
3062026		03/22/2026	10335435	04072026	124146	626.00	03/22/2026	INV	PD	PARTIAL REFUND - SDM BALL
6288 HINDERLITER, DE LLAMAS & ASSOCIATES										
SIN060939		03/10/2026	10335711	04072026	124147	2,406.95	03/30/2026	INV	PD	CONTRACT SERVICES - SALES
1518 HOUSING RIGHTS CENTER										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
AUGUST2025		03/30/2026	10335751	04072026	124148	1,548.19	03/30/2026	INV	PD	CDBG AUGUST 2025
DECEMBER 2025		03/30/2026	10335757	04072026	124148	1,344.95	03/30/2026	INV	PD	CDBG DECEMBER 2025
JULY2025		03/30/2026	10335750	04072026	124148	1,847.56	03/30/2026	INV	PD	CDBG JULY 2025
NOVEMBER2025		03/30/2026	10335755	04072026	124148	1,347.58	03/30/2026	INV	PD	CDBG NOVEMBER 2025
OCTOBER 2025		03/30/2026	10335754	04072026	124148	1,493.94	03/30/2026	INV	PD	CDBG OCTOBER 2025
SEPT 2025		03/30/2026	10335753	04072026	124148	1,632.32	03/30/2026	INV	PD	CDBG SEPTEMBER 2025
						9,214.54				
3519 HUNTINGTON BEACH HONDA										
121125	7109	02/11/2026	10335368	04072026	124149	1,480.53	03/23/2026	INV	PD	MAINTENANCE AND REPAIR AG
8433 INGRAM LIBRARY SERVICES										
94956992		03/04/2026	10335191	04072026	124150	27.22	03/23/2026	INV	PD	BOOKS
94956993		03/04/2026	10335192	04072026	124150	27.22	03/23/2026	INV	PD	BOOKS
94956994		03/04/2026	10335190	04072026	124150	19.53	03/23/2026	INV	PD	BOOKS
94956995		03/04/2026	10335189	04072026	124150	39.30	03/23/2026	INV	PD	BOOKS
94956996		03/04/2026	10335188	04072026	124150	79.09	03/23/2026	INV	PD	BOOKS
94956997		03/04/2026	10335187	04072026	124150	44.59	03/23/2026	INV	PD	BOOKS
94956998		03/04/2026	10335186	04072026	124150	20.27	03/23/2026	INV	PD	BOOKS
94956999		03/04/2026	10335185	04072026	124150	77.37	03/23/2026	INV	PD	BOOKS
94979409		03/05/2026	10335181	04072026	124150	445.58	03/23/2026	INV	PD	BOOKS
95020448		03/06/2026	10335184	04072026	124150	288.70	03/23/2026	INV	PD	BOOKS
95020449		03/06/2026	10335183	04072026	124150	48.09	03/23/2026	INV	PD	BOOKS
95020450		03/06/2026	10335182	04072026	124150	25.11	03/23/2026	INV	PD	BOOKS
95098539		03/10/2026	10335180	04072026	124150	303.19	03/23/2026	INV	PD	BOOKS
95162656		03/12/2026	10335193	04072026	124150	23.65	03/23/2026	INV	PD	BOOKS
95162657		03/12/2026	10335195	04072026	124150	23.65	03/23/2026	INV	PD	BOOKS
95162658		03/12/2026	10335196	04072026	124150	23.53	03/23/2026	INV	PD	BOOKS
95162659		03/12/2026	10335194	04072026	124150	43.86	03/23/2026	INV	PD	BOOKS
95228758		03/16/2026	10335338	04072026	124150	29.08	03/23/2026	INV	PD	BOOKS
						1,589.03				
12138 INSIGHT PUBLIC SECTOR SLED										
1101369000	7273	03/24/2026	10335466	04072026	124151	3,053.99	03/24/2026	INV	PD	EPSON POWERLITE PROJECTOR
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130116736		03/03/2026	10335061	04072026	124152	922.29	04/03/2026	INV	PD	STOCK - BATTERIES
11920 JILK HEAVY CONSTRUCTION, INC.										
25A-1217-A	6151	01/06/2026	10335136	04072026	124153	16,848.60	03/23/2026	INV	PD	SPORTS FISHING PIER DEMOL
25A-1217-B	7304	01/06/2026	10335141	04072026	124153	50,219.40	03/23/2026	INV	PD	PIER REPAIRS PROJECT, JOB
						67,068.00				
15462 JOE MAR POLYGRAPH										
26-007-RBPD		03/06/2026	10335264	04072026	124154	750.00	03/18/2026	INV	PD	POLYGRAPH 3 APPLICANTS
9102 KALA KOA ENTERTAINMENT										
1172026		03/22/2026	10335428	04072026	124155	233.56	03/22/2026	INV	PD	PARTIAL REFUND - KALA KOA

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4943 KIMBALL MIDWEST										
104255639		03/09/2026	10335039	04072026	124156	609.78	04/09/2026	INV	PD	STOCK WIRE CONNECTORS
104268378		03/12/2026	10335132	04072026	124156	126.10	04/12/2026	INV	PD	PAINT FOR SHOP
						735.88				
1749 KING HARBOR MARINE CENTER										
0189893		03/04/2026	10335209	04072026	124157	3,601.99	04/04/2026	INV	PD	BOAT 808 PARTS - 3 BLADE
119009		03/09/2026	10335213	04072026	124157	64.07	04/09/2026	INV	PD	BOAT 808 PARTS - THERMOST
189778		02/26/2026	10335211	04072026	124157	362.17	03/26/2026	INV	PD	BOAT 808 PARTS - NEW STAR
189997		03/06/2026	10335214	04072026	124157	50.21	04/06/2026	INV	PD	BOAT 808 PARTS - MANIFOLD
40123		02/26/2026	10335217	04072026	124157	384.37	03/26/2026	INV	PD	BOAT 808 MAINT - INST NEW
40134		03/03/2026	10335215	04072026	124157	972.63	04/03/2026	INV	PD	BOAT 808 MAINTENANCE -SCR
40136		03/03/2026	10335216	04072026	124157	380.00	04/03/2026	INV	PD	BOAT 808 MAINTENANCE - RE
40137		03/03/2026	10335218	04072026	124157	1,520.00	04/03/2026	INV	PD	BOAT 808 MAINT - DISC MOT
40155		03/10/2026	10335287	04072026	124157	975.00	04/10/2026	INV	PD	BOAT 808 MAINTENANCE
40157		03/08/2026	10335286	04072026	124157	450.00	04/08/2026	INV	PD	BOAT 808 MAINTENANCE
440133		03/10/2026	10335281	04072026	124157	61.37	04/10/2026	INV	PD	BOAT 808 PARTS
510199		03/10/2026	10335284	04072026	124157	68.02	04/10/2026	INV	PD	BOAT 808 PARTS
9101163		03/10/2026	10335282	04072026	124157	70.02	04/10/2026	INV	PD	BOAT 808 PARTS
975159		03/05/2026	10335212	04072026	124157	190.63	04/05/2026	INV	PD	BOAT 808 PARTS - CRYSTAL
						9,150.48				
9936 LARRY WALKER ASSOCIATES										
00531.05-16	6637	03/13/2026	10335314	04072026	124158	3,788.00	03/23/2026	INV	PD	NPDES PERMIT IMPLEMENTATI
14934 LAU, MELINDA										
2025-197-CC		03/04/2026	10335448	04072026	124159	1,020.00	03/23/2026	INV	PD	MEETING MINUTES FOR CITY
2026-007-CC		03/04/2026	10335449	04072026	124159	765.00	03/23/2026	INV	PD	MEETING MINUTES FOR CITY
2026-008-TRANSCRIPT		03/04/2026	10335450	04072026	124159	680.00	03/23/2026	INV	PD	MINUTES TRANSCRIPT REVIEW
						2,465.00				
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
373277		02/06/2026	10334906	04072026	124160	65.00	03/23/2026	INV	PD	1/26 General Advice & Cou
373278		02/06/2026	10334965	04072026	124160	1,040.00	03/23/2026	INV	PD	1/26 General Advice & Cou
						1,105.00				
15531 LEGAL AID FOUNDATION OF LOS ANGELES										
032426		03/18/2026	10335461	04072026	124161	7,500.00	04/13/2026	INV	PD	3/26 C. Prim Settlement
15363 LEGGINS CASTERLINE & COMPANY LLC										
249		02/28/2026	10335345	04072026	124162	926.25	03/19/2026	INV	PD	Prof services Feb 2026
1938 LOS ANGELES COUNTY ASSESSOR										
26ASRE114		02/18/2026	10335317	04072026	124163	54.00	03/23/2026	INV	PD	9 maps @ $6.00 each
26ASRE115		02/18/2026	10335319	04072026	124163	189.87	03/23/2026	INV	PD	Custom SBF Abstract (DS04
26ASRE135		03/17/2026	10335315	04072026	124163	24.00	03/23/2026	INV	PD	4 maps @ $6.00 each

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						267.87				
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
261986HN		03/08/2026	10334886	04072026	124164	119.81	03/23/2026	INV	PD	1/26 Homeless Court Servi
14518 LOVEJOY FOUNDATION INC										
DASRB-SONDJF252026	6532	03/02/2026	10335363	04072026	124165	1,565.43	03/18/2026	INV	PD	DEAD ANIMAL SRVS 9/25-2/2
10274 MACKAY METERS, INC.										
1071564	7021	02/28/2026	10335364	04072026	124166	6,316.00	03/18/2026	INV	PD	02/2026 PARKING MTRS CONN
2066 MATTHEW BENDER & CO., INC.										
47789123		12/11/2025	10334943	04072026	124167	1,078.80	03/23/2026	INV	PD	CA Codes 6-in-2 '26 Editi
4820224X		12/22/2025	10334942	04072026	124167	1,169.23	03/23/2026	INV	PD	CA Penal Code '26 Edition
						2,248.03				
11171 MEHTA MECHANICAL COMPANY, INC.										
MMC-022A		03/19/2026	10335410	04072026	124168	75,956.82	03/23/2026	INV	PD	PORTOFINO&YACHT CLUB WAY
15520 MEMO'S SCAFFOLDING NORWALK, INC.										
0063313-IN	7330	01/31/2026	10335867	04072026	124169	9,900.00	04/06/2026	INV	PD	SCAFFOLDING RENTAL VETS P
7177 MICHEL & ASSOCIATES, P.C.										
14451TS		02/03/2026	10335021	04072026	124170	5,877.00	03/23/2026	INV	PD	12/25 Stuver Insurance Le
2144 MIDWEST TAPE										
508497605		02/26/2026	10335199	04072026	124171	20.57	03/23/2026	INV	PD	AUDIO VISUAL
508535133		03/06/2026	10335200	04072026	124171	136.57	03/23/2026	INV	PD	AUDIO VISUAL
						157.14				
13349 MINUTEMAN PRESS REDONDO BEACH										
35282		03/10/2026	10335265	04072026	124172	242.55	03/18/2026	INV	PD	field show up cards
35307		03/16/2026	10335313	04072026	124172	421.20	03/23/2026	INV	PD	PW MAILING JOBS 108616,10
35349		03/23/2026	10335458	04072026	124172	4,015.20	03/23/2026	INV	PD	CUSTOM KEY TO THE CITY (2
						4,678.95				
3566 MISSION LINEN & UNIFORM										
525524596		02/20/2026	10335556	04072026	124173	138.29	03/20/2026	INV	PD	XL GLOVES FOR FLEET-1 BOX
14928 MNS ENGINEERS INC										
92466	7328	01/12/2026	10335763	04072026	124174	5,925.00	03/31/2026	INV	PD	ADMIN OF CITY'S CDBG PROG
92473	7328	01/12/2026	10335765	04072026	124174	5,193.75	03/31/2026	INV	PD	ADMIN OF CITY'S CDBG PROG
92476	7328	01/12/2026	10335766	04072026	124174	3,292.50	03/31/2026	INV	PD	ADMIN OF CITY'S CDBG PROG
92660	7328	01/23/2026	10335762	04072026	124174	2,775.00	03/31/2026	INV	PD	ADMIN OF CITY'S CDBG PROG

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
92829	7328	02/09/2026	10335764	04072026	124174	3,862.50	03/31/2026	INV	PD	ADMIN OF CITY'S CDBG PROG
						21,048.75				
7834 MORROW-MEADOWS CORPORATION										
20658	5953	03/06/2026	10335143	04072026	124175	1,021.20	03/23/2026	INV	PD	TECH SUPPORT/EMGCY RESP S
14196 NAPA AUTO PARTS										
008411		01/10/2024	10335414	04072026	124176	-229.04	02/10/2024	CRM	PD	CREDIT CORE DEPOSIT/BRAKE
008590		01/11/2024	10335415	04072026	124176	-132.00	02/11/2024	CRM	PD	CREDIT CORE DEPOSIT
015268		03/13/2024	10335413	04072026	124176	-132.00	04/14/2024	CRM	PD	CREDIT CORE DEPOSIT
015289		03/13/2024	10335412	04072026	124176	-119.71	04/14/2024	CRM	PD	CREDIT OIL FILTER/AIR FIL
027286		07/25/2024	10335411	04072026	124176	-105.60	08/25/2024	CRM	PD	CREDIT BRAKE ROTOR
038204		11/22/2024	10335409	04072026	124176	-269.37	12/23/2024	CRM	PD	CREDIT BRAKE PADS/LUGNUT
038207		11/22/2024	10335407	04072026	124176	-122.22	12/23/2024	CRM	PD	CREDIT CORE DEPOSIT (2)
043257		02/03/2025	10335406	04072026	124176	-105.60	03/03/2025	CRM	PD	CREDIT BRAKE ROTOR (2)
043328		02/04/2025	10335416	04072026	124176	-95.68	03/04/2025	CRM	PD	CREDIT DISC BRAKE/PAD
048927		02/16/2025	10335418	04072026	124176	-143.00	03/16/2025	CRM	PD	CREDIT BRAKE ROTOR/BRAKE
055217		06/30/2025	10335419	04072026	124176	-43.99	07/30/2025	CRM	PD	CREDIT BRAKE PAD
059573		08/20/2025	10335405	04072026	124176	-178.22	09/20/2025	CRM	PD	CREDIT AIR FILTER/BRAKE R
060271		08/28/2025	10335404	04072026	124176	-191.79	09/28/2025	CRM	PD	CREDIT BRAKE ROTOR/PAD KI
063451		10/09/2025	10335403	04072026	124176	-90.19	11/09/2025	CRM	PD	CREDIT BRAKE ROTOR/BRAKE
064889		10/30/2025	10335401	04072026	124176	-103.40	11/30/2025	CRM	PD	CREDIT BRAKE ROTOR
064976		10/30/2025	10335400	04072026	124176	-103.40	11/30/2025	CRM	PD	CREDIT BRAKE ROTOR
072711		02/18/2026	10335398	04072026	124176	110.70	03/18/2026	INV	PD	UNIT 345 BRAKE PADS
073151		02/24/2026	10335397	04072026	124176	11.91	03/24/2026	INV	PD	2021 FORD EDGE CABIN AIR
073196		02/25/2026	10335396	04072026	124176	200.17	03/25/2026	INV	PD	2015 FORD F250 PICK UP RE
073200		02/25/2026	10335395	04072026	124176	7.12	03/25/2026	INV	PD	CABIN AIR FILTER 2018 HON
073603		03/02/2026	10335394	04072026	124176	230.65	04/02/2026	INV	PD	UNIT 206 SPARK PLUG/COIL
073664		03/03/2026	10335393	04072026	124176	425.03	04/03/2026	INV	PD	UNIT 341 BRAKE PADS/ROTOR
073665		03/03/2026	10335392	04072026	124176	254.28	04/03/2026	INV	PD	UNIT 341 REAR ROTORS
073736		03/04/2026	10335383	04072026	124176	106.08	04/04/2026	INV	PD	UNIT 341-15
073744		03/04/2026	10335381	04072026	124176	28.69	04/04/2026	INV	PD	UNIT 610-14 AIR FILTER
073748		03/04/2026	10335379	04072026	124176	105.75	04/04/2026	INV	PD	UNIT 206-15 IGNITION COIL
073778		03/04/2026	10335399	04072026	124176	-44.00	04/04/2026	CRM	PD	CREDIT CORE DEPOSIT
073827		03/05/2026	10335384	04072026	124176	17.74	04/05/2026	INV	PD	UNIT 670 LIGHT BULB/RADIA
074471		03/12/2026	10335386	04072026	124176	35.90	04/12/2026	INV	PD	STOCK CABIN AIR FILTER
074472		03/12/2026	10335385	04072026	124176	30.72	04/12/2026	INV	PD	STOCK WIPER BLADES
074594		03/13/2026	10335387	04072026	124176	35.90	04/13/2026	INV	PD	STOCK CABIN AIR FILTER
074761		03/16/2026	10335389	04072026	124176	490.27	04/16/2026	INV	PD	UNIT 341-15 FNT ROTORS/BR
074865		03/17/2026	10335388	04072026	124176	450.22	04/17/2026	INV	PD	UNIT 341-15 REAR BRAKE PA
075042		03/19/2026	10335390	04072026	124176	2,064.69	04/19/2026	INV	PD	STOCK TRANSMISSION OIL-FI
						2,396.61				
15526 NGR CLEAN POWER										
25139-2502749		03/12/2026	10335675	04072026	124177	455.04	03/27/2026	INV	PD	REFUND OF TWO WITHDRAWN P
10711 NICHOLS CONSULTING ENGINEERS, CHTD										
910073022	6930	03/11/2026	10335157	04072026	124178	23,428.75	04/10/2026	INV	PD	2023 RESIDENTIAL STREET R
4796 OCCU-MED,LTD.										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
0326900.3		02/28/2026	10335322	04072026	124179	1,191.24	03/23/2026	INV	PD	PHYSICALS 2 FT & 2 PT EE
0326900		02/28/2026	10335323	04072026	124180	921.12	03/23/2026	INV	PD	PHYSICALS 3 PT EE FEBRUAR
13029 ODP BUSINESS SOLUTIONS, LLC										
455517222001		02/02/2026	10335346	04072026	124181	231.76	03/19/2026	INV	PD	Office supplies
456560341001		02/27/2026	10335325	04072026	124181	29.08	03/23/2026	INV	PD	OFFICE SUPPLIES 02/27/202
457423572001		01/29/2026	10334949	04072026	124181	62.92	03/23/2026	INV	PD	1/26 Office Supplies
459128118001		02/23/2026	10335160	04072026	124181	363.14	03/27/2026	INV	PD	CBO OFFICE PAPER ORDER
459203828001		02/26/2026	10335327	04072026	124181	208.18	03/23/2026	INV	PD	OFFICE SUPPLIES 02/26/202
459252128001		02/19/2026	10335269	04072026	124181	50.64	03/18/2026	INV	PD	OFFICE SUPPLIES
459262231001		02/19/2026	10335270	04072026	124181	58.11	03/18/2026	INV	PD	FLOORMAT
459731242001		02/26/2026	10335328	04072026	124181	107.30	03/23/2026	INV	PD	OFFICE SUPPLIES 02/26/202
459731249001		02/26/2026	10335330	04072026	124181	33.46	03/23/2026	INV	PD	OFFICE SUPPLIES 02/26/202
459731267001		02/26/2026	10335331	04072026	124181	26.99	03/23/2026	INV	PD	OFFICE SUPPLIES 02/26/202
460058488001		02/24/2026	10335162	04072026	124181	241.64	03/23/2026	INV	PD	OFFICE & COFFEE SUPPLIES
460069748001		02/24/2026	10335161	04072026	124181	201.34	03/23/2026	INV	PD	OFFICE SUPPLIES
461019865001		02/27/2026	10335071	04072026	124181	114.60	03/23/2026	INV	PD	2/26 Office Supplies
461101214001		03/17/2026	10335224	04072026	124181	274.86	03/17/2026	INV	PD	OFFICE SUPPLIES
						2,004.02				
12964 OMURA, LILA										
031126		03/11/2026	10334992	04072026	124182	243.58	03/23/2026	INV	PD	1/26 - 2/26 L. Omura Reim
2408 PV VILLAGE PET HOSPITAL										
797025214		03/11/2026	10335307	04072026	124183	10.00	03/18/2026	INV	PD	EUTHANASIA SMALL OPOSSUM
799416472		03/18/2026	10335366	04072026	124183	63.25	03/18/2026	INV	PD	spidey 3/18/26
						73.25				
8133 PCI STRIPING										
12876C-01	6670	03/13/2026	10335166	04072026	124184	7,566.80	04/12/2026	INV	PD	CITYWIDE TRAFFIC STRIPPIN
15515 PISKULA, STEVEN										
209550		03/10/2026	10334913	04072026	124185	314.15	03/10/2026	INV	PD	REFUND 209550 7REC0105-04
14179 PORTER RENTS LLC										
204280	7303	03/04/2026	10335292	04072026	124186	5,385.55	04/14/2026	INV	PD	EQUIPMENT RENTAL FOR STOR
11747 PORTOFINO HOTEL & MARINA										
10001930		03/03/2026	10335333	04072026	124187	1,047.33	04/02/2026	INV	PD	RB HARBOR PATROL FUEL DOC
15522 PRICE, NI KAI										
212788		03/26/2026	10335668	04072026	124188	400.00	03/26/2026	INV	PD	REFUND 212788 AV RETURN D
13205 PROSHRED SECURITY										
100077999		03/23/2026	10335437	04072026	124189	145.00	03/23/2026	INV	PD	RECORDS DESTRUCTION

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12665 QUALITY REFRIGERATION COMPANY INC										
0111947-IN		12/19/2025	10335277	04072026	124190	1,322.32	01/19/2026	INV	PD	SERVICE CALL AT PD- AIR H
2573 QUICK CRETE PRODUCTS CORP.										
240		03/24/2026	10335460	04072026	124191	547.01	03/24/2026	INV	PD	BRONZE PLAQUE 3/17/2026
12696 REACHING EDUCATIONAL MILESTONES										
11282025		03/22/2026	10335427	04072026	124192	500.00	03/22/2026	INV	PD	PARTIAL REFUND - REM ULT
1302026		03/22/2026	10335430	04072026	124192	2,472.50	03/22/2026	INV	PD	PARTIAL REFUND - REM SOUT
						2,972.50				
2618 RED WING SHOE STORES										
011ST1-3562657		02/04/2026	10335316	04072026	124193	350.00	04/09/2026	INV	PD	DIANGELO SOTO FY 25/26 2N
11495 REDONDO BALLET										
2232026		03/22/2026	10335434	04072026	124194	713.00	03/22/2026	INV	PD	PARTIAL REFUND - RBC SNOW
15511 REGAN, KATHERINE										
209555		03/10/2026	10334910	04072026	124195	200.00	03/10/2026	INV	PD	REFUND 209555 AV RETURN D
2685 RICHARDS, WATSON & GERSHON										
256040		12/03/2025	10335022	04072026	124196	473.20	03/23/2026	INV	PD	8/25 - 10/25 J. Bell Lega
256554		12/29/2025	10335023	04072026	124196	9,422.84	03/23/2026	INV	PD	11/25 J. Bell Legal Fees
						9,896.04				
14102 ROBERT HALF										
66000882	7093	03/11/2026	10335088	04072026	124197	1,309.50	03/13/2026	INV	PD	ROBERT HALF INC Contracto
66042554	7093	03/12/2026	10335680	04072026	124197	1,309.50	03/27/2026	INV	PD	ROBERT HALF INC Contracto
						2,619.00				
6661 ROBERTSON'S										
803365		03/05/2026	10335207	04072026	124198	1,591.77	04/05/2026	INV	PD	CONCRETE DELIVERY - 524 A
805745		03/11/2026	10335208	04072026	124198	913.56	04/11/2026	INV	PD	CONCRETE DELIVERY - 524 A
						2,505.33				
14780 ROSS-CAMPBELL INC										
26-3941-3		01/08/2026	10334995	04072026	124199	3,000.00	02/07/2026	INV	PD	2025 SB HOLIDAY ORGANICS
15513 SALDANA, KATHRYN										
209561		03/10/2026	10334908	04072026	124200	200.00	03/10/2026	INV	PD	REFUND 209561 AV RETURN D
10619 SANORBIX, LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
32727		02/21/2026	10335034	04072026	124201	5,180.00	03/23/2026	INV	PD	ACA CORE, PLATFORM, & REP
32931		03/11/2026	10335324	04072026	124202	1,751.25	03/23/2026	INV	PD	ACA PRINT & MAIL PEAK SEA
15509 SAXON, KIMBERLY										
030226		02/25/2026	10334904	04072026	124203	1,800.00	03/23/2026	INV	PD	3/26 K. Saxon PD Loss Cla
4861 SECTRAN SECURITY, INC.										
26031644		03/10/2026	10335267	04072026	124204	617.76	03/18/2026	INV	PD	415 DIAMOND ST - MAR 2026
2863 SEQUEL CONTRACTORS INC										
3	7145	03/19/2026	10335367	04072026	124205	134,181.81	03/19/2026	INV	PD	KINGSDALE RESURFACING 182
11774 SHAFER, MARIA										
2026-007 RBPC		02/05/2026	10335451	04072026	124206	1,020.00	03/23/2026	INV	PD	MEETING MINUTES FOR PLANN
8931 SIGNAL ATTORNEY SERVICE, INC.										
031526		03/15/2026	10335126	04072026	124207	253.00	03/23/2026	INV	PD	Services Rendered from 03
15475 SIT 'N SLEEP										
823443552	7293	02/16/2026	10335382	04072026	124208	14,994.83	04/04/2026	INV	PD	PURCHASE OF TWENTY (20) S
11210 SOUTH BAY FLEET SPECIALIST										
22043		03/05/2026	10335295	04072026	124209	4,111.99	04/05/2026	INV	PD	UNIT 341 REPAIRS MARIO RE
2990 SOUTH BAY FORD										
578872		03/03/2026	10335060	04072026	124210	29.17	04/03/2026	INV	PD	UNIT 644 - WIPER SCREW /
580008		03/10/2026	10335059	04072026	124210	295.70	04/10/2026	INV	PD	UNIT 677-21 TPMS SENSORS
580198		03/11/2026	10335037	04072026	124210	929.84	04/11/2026	INV	PD	UNIT 678-25 FRONT/REAR RO
580429		03/13/2026	10335135	04072026	124210	667.97	04/13/2026	INV	PD	UNIT 406-18 SIDE MIRROR
580460		03/12/2026	10335137	04072026	124210	28.44	04/11/2026	INV	PD	UNIT 012 OIL PRESSURE SEN
580829		03/16/2026	10335283	04072026	124210	64.27	04/16/2026	INV	PD	DUST CAPS UNIT 341
						2,015.39				
2999 SOUTH BAY SHELL										
SHELLCARWASH 2/26		03/16/2026	10335152	04072026	124211	348.00	04/16/2026	INV	PD	FEB 2026 CITY VEHICLE CAR
3016 SOUTHERN CALIFORNIA EDISON										
600001012446-030926		03/09/2026	10335175	04072026	124212	66,430.21	03/30/2026	INV	PD	GRANT/FRANCISCA/ARTESIA/C
700062327897-030526		03/05/2026	10335291	04072026	124212	4,077.96	03/25/2026	INV	PD	361 HARBOR DR, 280 MARINA
700062391656-030526		03/05/2026	10335174	04072026	124212	1,004.11	03/25/2026	INV	PD	BERYL/HARBOR, 350 PORTOFI
700354269811-030226		03/02/2026	10335063	04072026	124212	2,006.64	03/23/2026	INV	PD	1521 KINGSDALE AVE 01/27/
700724544574-030226		03/02/2026	10335065	04072026	124212	1,227.82	03/23/2026	INV	PD	1521 KINGSDALE AVE 01/27/

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						74,746.74				
3063 ST. PAUL'S UNITED METHODIST CHURCH										
FY 25-26		03/10/2026	10334950	04072026	124213	3,840.11	03/10/2026	INV	PD	CDBG PROJECT NEEDS ST PAU
JAN-MAR 2026		03/24/2026	10335490	04072026	124213	2,212.36	03/24/2026	INV	PD	PROJECT NEEDS ST PAUL JAN
QTR #1		03/10/2026	10334948	04072026	124213	2,847.86	03/10/2026	INV	PD	CDBG PROJECT NEEDS
						8,900.33				
3070 STANDARD INSURANCE										
APRIL 2026		03/23/2026	10335462	04072026	124214	9,598.32	03/23/2026	INV	PD	BENEFITS-RET, VOL, LTD, D
4349 STARBOUND										
1232026		03/22/2026	10335429	04072026	124215	4,022.74	03/22/2026	INV	PD	PARTIAL REFUND - STARBOUN
13591 STELLEN DESIGN LLC										
3039		03/24/2026	10335483	04072026	124216	3,000.00	03/24/2026	INV	PD	GATEWAY SIGNS RB OPTION1
9715 T2 SYSTEMS CANADA INC.										
INVEBP0000010759		03/17/2026	10335235	04072026	124217	143.75	03/23/2026	INV	PD	EXTEND BY PHONE USAGE 2/2
15508 TCM										
1664		03/03/2026	10335020	04072026	124218	583.74	03/23/2026	INV	PD	POND CLEAR-SUPPLIES FOR W
14799 TDG ENGINEERING INC										
2LAX00343_11	6730	03/17/2026	10335309	04072026	124219	7,167.00	03/23/2026	INV	PD	REDONDO UNION HIGH ACCESS
9361 TETRA TECH, INC										
52560932	6355	03/12/2026	10335147	04072026	124220	440.00	04/12/2026	INV	PD	PLANNING-DESIGN FOR GLENN
15530 The Law Office of Diane Chang, APC, IOLTA Account										
032426		03/18/2026	10335459	04072026	124221	45,000.00	04/13/2026	INV	PD	3/26 D. Mendoza-Conner Se
9019 THOMSON REUTERS - WEST										
853344387		03/01/2026	10334951	04072026	124222	1,407.22	03/23/2026	INV	PD	3/26 Monthly Library Char
71 TIME WARNER CABLE										
187587201010126		03/17/2026	10335228	04072026	124223	5,717.68	03/17/2026	INV	PD	187587201010126 DARK FIBE
187587201030126		03/17/2026	10335229	04072026	124223	5,726.15	03/17/2026	INV	PD	187587201030126 DARK FIBE
188418401030126		03/17/2026	10335226	04072026	124223	420.00	03/17/2026	INV	PD	DARK FIBER
188420401030126		03/17/2026	10335225	04072026	124223	420.00	03/17/2026	INV	PD	DARK FIBER
188500801030126		03/17/2026	10335227	04072026	124223	260.89	03/17/2026	INV	PD	NETWORK SVS
						12,544.72				
11361 TIREHUB, LLC										

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
56994832		03/04/2026	10334920	04072026	124224	149.17	04/04/2026	INV	PD	UNIT 610-14 TIRES
12915 TORO ENTERPRISES INC										
19810	7186	02/28/2026	10335150	04072026	124225	45,000.00	03/30/2026	INV	PD	SANITARY SEWER REPAIRS
3225 TORRANCE AUTO PARTS										
2280-0226	7311	03/01/2026	10335087	04072026	124226	7,366.09	04/30/2026	INV	PD	FEBRUARY 2026 AUTO PARTS
7361 TRANSPORTATION CONCEPTS										
5160226	7086	03/19/2026	10335332	04072026	124227	351,341.08	03/19/2026	INV	PD	Feb 2026 Transportation C
15215 TRUE NORTH COMPLIANCE SERVICES INC										
25-10-058	7103	11/06/2025	10335112	04072026	124228	37,666.59	03/13/2026	INV	PD	PLAN CHECK AND CONSULTING
25-12-058	7103	01/01/2026	10335105	04072026	124228	16,006.07	03/13/2026	INV	PD	PLAN CHECK AND CONSULTING
						53,672.66				
3261 TURF STAR INC										
INV136261		02/05/2026	10335302	04072026	124229	253.42	03/05/2026	INV	PD	UNIT 286 ALTERNATOR BELT
INV142064		03/11/2026	10335138	04072026	124229	898.38	04/10/2026	INV	PD	UNIT 296-13 THROTTLE CABL
INV142522		03/13/2026	10335304	04072026	124229	23.58	04/12/2026	INV	PD	UNIT 296-13 HYDRAULIC PUM
						1,175.38				
3270 TYLER TECHNOLOGIES INC										
045-538004		10/01/2025	10335220	04072026	124230	7,739.12	03/17/2026	INV	PD	PACE 5 TRAINING
045-546838		11/29/2025	10335222	04072026	124230	400.00	03/17/2026	INV	PD	CUSTOM REPORT CRYSTAL TO
045-554774		02/25/2026	10335221	04072026	124230	2,225.66	03/17/2026	INV	PD	GABRIELLE SANDS MUNIS PAC
						10,364.78				
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
0088-02232026		02/23/2026	10334882	04072026	124231	1,295.32	03/22/2026	INV	PD	CALCARD FEBRUARY 2026 - S
027002232026		02/23/2026	10334978	04072026	124231	885.13	03/16/2026	INV	PD	PORTOLESE CALCARD 02/23/2
0304-02232026		02/23/2026	10334973	04072026	124231	1,673.16	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - J
037302232026		03/09/2026	10334898	04072026	124231	36.00	03/09/2026	INV	PD	VICTORIA CHANG CALCARD FE
0448-02232026		02/23/2026	10334937	04072026	124231	266.68	03/16/2026	INV	PD	2/26 R. Vega Cal Card
0451-02232026		02/23/2026	10334936	04072026	124231	359.37	03/16/2026	INV	PD	2/26 M. Morallo Cal Card
0463-02232026		02/23/2026	10334956	04072026	124231	8.00	03/16/2026	INV	PD	2/26 C. Chaffins Cal Card
064302232026		02/23/2026	10335028	04072026	124231	408.01	03/16/2026	INV	PD	HARRISON CALCARD 02/23/20
067302232026		02/23/2026	10335001	04072026	124231	1,455.32	03/16/2026	INV	PD	HAVRILCHAK CALCARD 02/23/
080902232026		02/23/2026	10335029	04072026	124231	145.11	03/16/2026	INV	PD	AHUMADA CALCARD 02/23/202
0826-02232026		02/23/2026	10334881	04072026	124231	1,947.01	03/22/2026	INV	PD	CALCARD FEBRUARY 2026 - D
1017-02232026		02/23/2026	10335043	04072026	124231	2,648.93	03/23/2026	INV	PD	CALCARD FEBRURY 2026 - AI
110302232026		02/23/2026	10335009	04072026	124231	442.19	03/16/2026	INV	PD	WESTPHAL CALCARD 02/23/20
111102232026		02/23/2026	10334974	04072026	124231	106.81	03/16/2026	INV	PD	HOLLEY CALCARD 02/23/2026
1326-02232026		02/23/2026	10335129	04072026	124231	1,573.24	03/16/2026	INV	PD	LAUREN SABLAN CALCARD 02/
1342-02232026		02/23/2026	10334462	04072026	124231	315.00	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - A
140202232026		02/23/2026	10335032	04072026	124231	1,689.14	03/16/2026	INV	PD	STEVENS CALCARD 02/23/202
1599-02232026		02/23/2026	10335116	04072026	124231	386.94	03/16/2026	INV	PD	REYES CALCARD 2/26

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
161302232026		03/05/2026	10334786	04072026	124231	115.09	03/05/2026	INV	PD	ROBERT NORMAN 2/26 CAL CA
1647-02232026		02/23/2026	10334990	04072026	124231	9,566.14	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - M
170102232026		02/23/2026	10334997	04072026	124231	350.53	03/16/2026	INV	PD	EVELO CALCARD 02/23/2026
185702232026		03/11/2026	10334962	04072026	124231	1,125.97	03/11/2026	INV	PD	RMICHEL CALCARD 022026
1922-02232026		02/23/2026	10334985	04072026	124231	240.00	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - A
2076-02232026		02/23/2026	10335070	04072026	124231	7,089.73	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - M
213302232026		02/23/2026	10335007	04072026	124231	292.63	03/16/2026	INV	PD	DOSSETT CALCARD 02/23/202
220502232026		02/23/2026	10334968	04072026	124231	66.36	03/16/2026	INV	PD	CENICEROS CALCARD 02/23/2
229302232026		03/16/2026	10335170	04072026	124231	189.40	03/16/2026	INV	PD	NB Feb 2026 Cal Card ride
256402232026		02/23/2026	10335010	04072026	124231	224.38	03/16/2026	INV	PD	BODENHAMER CALCARD 02/23/
257202232026		02/23/2026	10334975	04072026	124231	114.75	03/16/2026	INV	PD	OTT CALCARD 02/23/2026
2602-02232026		02/23/2026	10334884	04072026	124231	10,831.89	03/22/2026	INV	PD	CALCARD FEBRUARY 2026 - R
2631-02232026		02/23/2026	10335044	04072026	124231	591.10	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - G
287002232026		02/23/2026	10334976	04072026	124231	115.75	03/16/2026	INV	PD	PRESTIA CALCARD 02/23/202
293602232026		02/23/2026	10334988	04072026	124231	255.60	03/16/2026	INV	PD	LONG CALCARD 02/23/2026
2968-02232026		02/23/2026	10335111	04072026	124231	320.88	03/16/2026	INV	PD	MAHONEY CALCARD 2/26
296904072026		02/23/2026	10335252	04072026	124231	1,562.50	03/16/2026	INV	PD	D.CHAROBEE - CAL ED, ZOOM
3248-02232026		02/23/2026	10334984	04072026	124231	194.92	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - G
3471-02232026		02/23/2026	10334885	04072026	124231	3,783.16	03/22/2026	INV	PD	CALCARD FEBRUARY 2026 - V
3478-02232026		02/23/2026	10335171	04072026	124231	1,378.38	03/16/2026	INV	PD	STOUT CALCARD 2/26
348102232026		02/23/2026	10334964	04072026	124231	89.96	03/16/2026	INV	PD	HENRY CALCARD 02/23/2026
3686-02232026		02/23/2026	10335115	04072026	124231	1,389.89	03/16/2026	INV	PD	REGAN CALCARD 2/26
368902232026		03/03/2026	10334593	04072026	124231	3,272.44	03/03/2026	INV	PD	JACK MEYER CAL CARD - 2/2
397704072026		02/23/2026	10335250	04072026	124231	75.00	03/16/2026	INV	PD	K.BUCK - ULI LB MEETING
398602232026		03/16/2026	10335134	04072026	124231	1,617.40	03/16/2026	INV	PD	L. DIAZ 02/26 CALCARD
4196-02232026		02/23/2026	10334934	04072026	124231	709.00	03/16/2026	INV	PD	2/26 J. Ford Cal Card
420402232026		03/04/2026	10334671	04072026	124231	1,274.78	03/04/2026	INV	PD	MICHELLE PINEDO CALCARD F
421202232026		03/13/2026	10335082	04072026	124231	167.85	03/13/2026	INV	PD	GMANZANO CAL CARD OFFICE
423502232026		02/23/2026	10334981	04072026	124231	-757.72	03/16/2026	CRM	PD	SADEGHI CALCARD 02/23/202
4246-02232026		02/23/2026	10334893	04072026	124231	3,078.89	03/22/2026	INV	PD	CALCARD FEBRUARY 2026 - F
424702232026		03/04/2026	10334611	04072026	124231	225.92	03/04/2026	INV	PD	Jonathan Reyes-Flores Cal
427002232026		03/13/2026	10335085	04072026	124231	521.97	03/13/2026	INV	PD	ALOPEZ CAL CARD AFSPG SUP
429602232026		03/13/2026	10335080	04072026	124231	1,324.72	03/13/2026	INV	PD	GERALDINE LOPEZ CALCARD F
4444-02232026		02/23/2026	10335110	04072026	124231	169.21	03/16/2026	INV	PD	LACKEY CALCARD 2/26
4451-02232026		02/23/2026	10335033	04072026	124231	1,040.54	03/16/2026	INV	PD	Staff Training, Visitor K
4608-02232026		02/23/2026	10334451	04072026	124231	2,815.46	03/22/2026	INV	PD	CALCARD FEBRUARY 2026 - A
4694-02232026		02/23/2026	10334894	04072026	124231	711.34	03/16/2026	INV	PD	CALCARD FEBRUARY 2026 - S
4737-02232026		02/23/2026	10335108	04072026	124231	24.91	03/16/2026	INV	PD	DAILEY CALCARD 2/26
484202232026		03/13/2026	10335075	04072026	124231	230.64	03/13/2026	INV	PD	BCHRISTENSEN CAL CARD SAI
4849-02232026		02/23/2026	10334933	04072026	124231	3,850.97	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - P
493402232026		02/23/2026	10335031	04072026	124231	1,219.86	03/16/2026	INV	PD	M DELERY CALCARD 02/23/20
5074-02232026		02/23/2026	10335046	04072026	124231	612.34	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - C
512902232026		03/05/2026	10334787	04072026	124231	230.00	03/05/2026	INV	PD	AMY WU 2/26 CAL CARD
5151-02232026		02/23/2026	10334986	04072026	124231	5,528.78	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - J
530302232026		02/23/2026	10335026	04072026	124231	160.53	03/16/2026	INV	PD	WEISS CALCARD 02/23/2026
535802232026		02/23/2026	10334963	04072026	124231	217.78	03/16/2026	INV	PD	ALSTON CALCARD 02/23/2026
546402232026		04/02/2026	10335917	04072026	124231	1,039.80	04/02/2026	INV	PD	E SOLOMON 2/26 CAL CARD
5479-02232026		02/23/2026	10335120	04072026	124231	193.80	03/16/2026	INV	PD	YAMAMOTO CALCARD 2/26
554302232026		02/23/2026	10334966	04072026	124231	59.34	03/16/2026	INV	PD	RUBIO CALCARD 02/23/2026
555902232026		03/13/2026	10335083	04072026	124231	1,260.06	03/13/2026	INV	PD	MGRANADOS CALCARD STAFFUN
5628-02232026		02/23/2026	10334895	04072026	124231	693.82	03/16/2026	INV	PD	CALCARD FEBRUARY 2026 - J
566002232026		02/23/2026	10334987	04072026	124231	302.81	03/16/2026	INV	PD	MARTIN CALCARD 02/23/2026
5708-02232026		02/23/2026	10335113	04072026	124231	309.39	03/16/2026	INV	PD	MAY CALCARD 2/26
5730-02232026		02/23/2026	10335104	04072026	124231	154.21	03/16/2026	INV	PD	BROWN CALCARD 2/26
573202232026		02/23/2026	10335114	04072026	124231	3,086.37	03/13/2026	INV	PD	LORENA CAL CARD 02-23-202

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
574002232026		02/23/2026	10335030	04072026	124231	881.42	03/16/2026	INV	PD	MERRILL CALCARD 02/23/202
579402232026		03/17/2026	10335233	04072026	124231	3,998.34	03/17/2026	INV	PD	MIKE COOK CALCARD FEB 202
582002232026		03/13/2026	10335081	04072026	124231	556.60	03/13/2026	INV	PD	KRISTEN MARTIN CALCARD FE
5897-02232026		02/23/2026	10334926	04072026	124231	565.50	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - C
609602232026		02/23/2026	10335014	04072026	124231	183.49	03/16/2026	INV	PD	WEADOCK CALCARD 02/23/202
609902232026		03/13/2026	10335086	04072026	124231	2,850.02	03/13/2026	INV	PD	ZACHARIAH PAINTER CALCARD
610402232026		03/15/2026	10335125	04072026	124231	59.71	03/15/2026	INV	PD	JACOB GRAJEDA CAL CARD 02
6273-02232026		02/23/2026	10335107	04072026	124231	178.00	03/16/2026	INV	PD	CONARD CALCARD 2/26
628202232026		02/23/2026	10335011	04072026	124231	276.56	03/16/2026	INV	PD	GONZALEZ CALCARD 02/23/20
6290-02232026		02/23/2026	10335103	04072026	124231	349.58	03/16/2026	INV	PD	BELLANTE CALCARD 2/26
6366-02232026		02/23/2026	10334972	04072026	124231	421.29	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - B
6390-02232026		02/23/2026	10335049	04072026	124231	2,908.75	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - M
6431-02232026		02/23/2026	10335119	04072026	124231	303.83	03/16/2026	INV	PD	WADDELL CALCARD 2/26
6441-02232026		02/23/2026	10334450	04072026	124231	22.92	03/22/2026	INV	PD	CALCARD FEBRUARY 2026 - M
647202232026		03/13/2026	10335079	04072026	124231	588.79	03/13/2026	INV	PD	KELY ORTA CALCARD FEB 202
654602232026		02/23/2026	10335038	04072026	124231	1,212.91	03/16/2026	INV	PD	ARNOLD CALCARD 02/23/2026
674102232026		02/23/2026	10334979	04072026	124231	290.37	03/16/2026	INV	PD	SPRENGEL CALCARD 02/23/20
674902232026		02/23/2026	10334982	04072026	124231	79.09	03/16/2026	INV	PD	WINDMAN CALCARD 02/23/202
680502232026		03/11/2026	10334960	04072026	124231	579.87	03/11/2026	INV	PD	BWALLER CALCARD 022026
682002232026		02/23/2026	10335013	04072026	124231	864.98	03/16/2026	INV	PD	MANIS CALCARD 02/23/2026
682602232026		02/23/2026	10334980	04072026	124231	495.45	03/16/2026	INV	PD	DILEVA CALCARD 02/23/2026
709602232026		02/23/2026	10334983	04072026	124231	369.09	03/16/2026	INV	PD	VALDIVIA CALCARD 02/23/20
710602232026		02/23/2026	10334999	04072026	124231	358.57	03/16/2026	INV	PD	ROSE CALCARD 02/23/2026
727902232026		02/23/2026	10335068	04072026	124231	254.14	03/25/2026	INV	PD	LIBRARY/VILHAUER
728302232026		02/23/2026	10334967	04072026	124231	472.57	03/16/2026	INV	PD	PLUGGE CALCARD 02/23/2026
7572-02232026		02/23/2026	10334896	04072026	124231	904.35	03/22/2026	INV	PD	CALCARD FEBRUARY 2026 - R
760602232026		03/09/2026	10334900	04072026	124231	914.89	03/09/2026	INV	PD	ROBERT PIERCE CALCARD FEB
7663-02232026		02/23/2026	10334954	04072026	124231	5,430.43	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - J
770102232026		02/23/2026	10334998	04072026	124231	1,538.82	03/16/2026	INV	PD	KILPATRICK CALCARD 02/23/
773902232026		03/16/2026	10335131	04072026	124231	598.07	03/16/2026	INV	PD	E. MANZANO 02/26 CALCARD
775402232026		03/11/2026	10334971	04072026	124231	1,381.83	03/11/2026	INV	PD	MWITZANSKY CALCARD 022026
782502232026		02/23/2026	10334970	04072026	124231	1,119.18	03/16/2026	INV	PD	SPRY CALCARD 02/23/2026
7933-02232026		02/23/2026	10335121	04072026	124231	250.00	03/16/2026	INV	PD	YANG CALCARD 2/26
801302232026		03/13/2026	10335076	04072026	124231	300.00	03/13/2026	INV	PD	CARRIE DIAZ CALCARD FEB 2
8353-02232026		02/23/2026	10335109	04072026	124231	525.52	03/16/2026	INV	PD	HOFF CALCARD 2/26
836602232026		02/23/2026	10335027	04072026	124231	1,159.94	03/16/2026	INV	PD	HALEY CALCARD 02/23/2026
8775-02232026		02/23/2026	10335117	04072026	124231	276.76	03/16/2026	INV	PD	SMITH CALCARD 2/26
8908-02232026		02/23/2026	10335169	04072026	124231	311.53	03/16/2026	INV	PD	MALLABON CALCARD 2/26
8979-02232026		02/23/2026	10334888	04072026	124231	1,726.98	03/22/2026	INV	PD	CALCARD FEBRUARY 2026 - J
8996-02232026		02/23/2026	10334897	04072026	124231	3,435.09	03/16/2026	INV	PD	CALCARD FEBRUARY 2026 - J
918502232026		02/23/2026	10335008	04072026	124231	308.68	03/16/2026	INV	PD	DELERY, D CALCARD 02/23/2
920302232026		02/23/2026	10334977	04072026	124231	1,239.49	03/16/2026	INV	PD	RECINOS CALCARD 02/23/202
9224-02232026		02/23/2026	10334891	04072026	124231	5,672.57	03/22/2026	INV	PD	CAL CARD FEBRUARY 2026 -
9234-02232026		02/23/2026	10335012	04072026	124231	363.00	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - M
940802232026		03/11/2026	10334961	04072026	124231	1,431.70	03/11/2026	INV	PD	JLIGHT CALCARD 022026
9449-02232026		02/23/2026	10335017	04072026	124231	4,996.22	03/23/2026	INV	PD	CALCARD FEBRUARY 2026 - T
946002232026		03/06/2026	10334876	04072026	124231	223.92	03/06/2026	INV	PD	ANTHONY WILSON CAL CARD 0
949802232026		03/16/2026	10335130	04072026	124231	2,177.06	03/16/2026	INV	PD	SONNACA LUCKEY CALCARD FE
960202232026		02/23/2026	10335006	04072026	124231	1,038.96	03/16/2026	INV	PD	COOK CALCARD 02/23/2026
967002232026		02/23/2026	10335025	04072026	124231	82.48	03/16/2026	INV	PD	LEWIS CALCARD 02/23/2026
984402232026		02/23/2026	10335002	04072026	124231	7,037.54	03/16/2026	INV	PD	TEMPRANO CALCARD 02/23/20
991702232026		02/23/2026	10334958	04072026	124231	1,668.09	03/16/2026	INV	PD	LOFSTROM CALCARD 02/23/20
						156,187.52				

3283 ULINE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
204753467		02/26/2026	10335202	04072026	124232	2,055.19	03/26/2026	INV	PD	PIER MAINTENANCE - CANTIL
3305 UNITED STATES POSTAL SERVICE - CMRS-PB										
04142026		03/10/2026	10335735	04072026	124233	10,000.00	03/30/2026	INV	PD	ACCOUNT #8103118 - 415 DI
13011 VENICE FAMILY CLINIC										
JUL'25 - SEP'25		03/30/2026	10335734	04072026	124234	1,884.50	03/30/2026	INV	PD	CDBG JULY - SEPTEMBER 202
OCT-DEC 2025		03/10/2026	10334947	04072026	124234	1,884.50	03/10/2026	INV	PD	CDBG VENICE FAMILY CLINIC
QTR JUL-SEPT 2025		03/10/2026	10334946	04072026	124234	1,884.50	03/10/2026	INV	PD	CDBG - VENICE FAMILY CLIN
						5,653.50				
13579 VEOLIA WTS SERVICES USA, INC.										
903702221 101029871		03/13/2026	10335352	04072026	124235	365.64	04/12/2026	INV	PD	EXCHANGE DI MIX BED
903702222 101029872		03/13/2026	10335353	04072026	124235	361.82	04/12/2026	INV	PD	EXCHANGE DI MIX BED
						727.46				
14311 VERITONE INC										
1099412	7310	02/26/2026	10335371	04072026	124236	9,800.00	03/28/2026	INV	PD	ENFORCEMENT DATA REPORTIN
8088 VERIZON BUSINESS SERVICES										
Z2075887		03/17/2026	10335230	04072026	124237	42.45	03/17/2026	INV	PD	00119566CG
3621 VERIZON WIRELESS										
6136938041		02/25/2026	10335343	04072026	124238	90.69	03/19/2026	INV	PD	Phone bill Jan-Feb 2026
6136941654		03/17/2026	10335232	04072026	124238	2,547.99	03/17/2026	INV	PD	PH CHARGES 44200360100002
6137472436		03/01/2026	10335321	04072026	124238	593.88	03/24/2026	INV	PD	PW CELL PHONES 2/2-3/1/26
						3,232.56				
11674 VERMONT SYSTEMS, INC.										
VS020087		03/13/2026	10335073	04072026	124239	175.00	03/13/2026	INV	PD	VERMONT SYHSTEMS SET-UP /
6081 VERONICA TAM & ASSOCIATES										
3751	7149	03/18/2026	10335457	04072026	124240	5,700.00	03/23/2026	INV	PD	On-Call Consulting Re: Ho
14811 VESTIS UNIFORM AND WORK PLACE										
586002707	6754	02/18/2026	10335047	04072026	124241	81.60	03/10/2026	INV	PD	PUBLIC WORKS EMPLOYEES UN
586002734	6754	02/18/2026	10335054	04072026	124241	15.60	03/10/2026	INV	PD	BAR MOP RIBBED, SHOP TOWE
5860499063	6754	10/22/2025	10334991	04072026	124241	109.15	11/10/2025	INV	PD	10/22/25 PIER UNIFORMS
5860499064	6754	10/22/2025	10334989	04072026	124241	172.26	11/10/2025	INV	PD	10/22/25 PARKS UNIFORMS
5860499065	6754	10/22/2025	10335318	04072026	124241	354.45	11/22/2025	INV	PD	PW YARD UNIFORMS 10/22/25
						733.06				
10827 VOX NETWORK SOLUTIONS, INC.										
VNS-003710	7239	03/10/2026	10334914	04072026	124242	28,743.55	03/10/2026	INV	PD	FINAL PAYMENT FOR SYSTEM

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3392 WALTERS WHOLESALE ELECTRIC CO.										
S129548309.003		01/19/2026	10335165	04072026	124243	32.75	02/18/2026	INV	PD	CFL/LED STREET LIGHTING F
3408 WAXIE SANITARY SUPPLY										
83739364		01/19/2026	10335167	04072026	124244	206.24	02/18/2026	INV	PD	JANITORIAL SUPPLIES FOR S
83766544		02/04/2026	10335303	04072026	124244	102.24	03/06/2026	INV	PD	PIER JANITORIAL SUPPLIES
83788820		02/18/2026	10335168	04072026	124244	129.82	03/20/2026	INV	PD	AVIATION GYM JANITORIAL S
83811821		03/04/2026	10335045	04072026	124244	2,336.30	04/03/2026	INV	PD	PIER JANITORIAL SUPPLIES
83823947		03/11/2026	10335237	04072026	124244	1,305.37	04/11/2026	INV	PD	FACILITIES JANITORIAL SUP
						4,079.97				
3421 WEST COAST ARBORISTS INC										
240504	7206	02/15/2026	10335004	04072026	124245	1,108.00	03/14/2026	INV	PD	TREE AND STUMP REMOVALS 2
240516	7206	02/15/2026	10335015	04072026	124245	330.00	03/14/2026	INV	PD	SERVICE REQUESTS 2/1-2/15
240522	7206	02/15/2026	10335003	04072026	124245	24,925.00	03/14/2026	INV	PD	PALM PRUNING 2/1-2/15/26
240922	7206	02/28/2026	10335000	04072026	124245	3,040.00	03/28/2026	INV	PD	EMERGENCY CALL OUTS 2/16-
240923	7206	02/28/2026	10335005	04072026	124245	8,390.00	03/27/2026	INV	PD	EMERGENCY CALL OUTS 2/16-
						37,793.00				
14896 WILBUR-ELLIS COMPANY LLC										
17410484		08/11/2025	10335278	04072026	124246	292.54	09/15/2025	INV	PD	HERBICIDE FOR PARKS
17483241		09/22/2025	10335279	04072026	124246	292.54	10/15/2025	INV	PD	HERBICIDE FOR PARKS
						585.08				
3458 WILLIAMS SCOTSMAN, INC.										
9025748983		03/09/2026	10335057	04072026	124247	174.07	04/09/2026	INV	PD	STREETS STORAGE CONTAINER
9025766071		03/11/2026	10335301	04072026	124247	257.20	04/11/2026	INV	PD	STREETS STORAGE CONTAINER
						431.27				
11291 WORK BOOT WAREHOUSE										
6-2-1049803		02/13/2026	10335298	04072026	124248	324.87	04/13/2026	INV	PD	MICHAEL PACHECO WORK BOOT
13146 YUNEX LLC										
90006666	7299	03/14/2026	10335290	04072026	124249	1,719.50	04/14/2026	INV	PD	FLASHING BEACONS/SIGNALIZ
4049 ZIP REPORTS										
52705260225		03/19/2026	10335342	04072026	124250	9.50	03/19/2026	INV	PD	Reports ordered
3510 ZOLL MEDICAL CORPORATION										
91004532	7298	03/12/2026	10335351	04072026	124251	39,528.00	04/11/2026	INV	PD	EXTENDED WARRANTY FOR NIN
502 INVOICES						2,388,269.89				

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION

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

Administrative Report

H.5., **File #** 26-0273 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER $35,000:

1. APPROVE A CHECK-IN CENTER PLAN AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR USE OF THE REDONDO BEACH PERFORMING ARTS CENTER PARKING LOT (5 SPACES) FOR ELECTION WORKERS TO CHECK IN ELECTION MATERIALS FOR THE JUNE 2, 2026 STATEWIDE DIRECT PRIMARY ELECTION AT NO COST AND THE TERM MAY 23, 2026 TO JUNE 2, 2026

   CONTACT: ELEANOR MANZANO, CITY CLERK

2. APPROVE AN AGREEMENT WITH CHAMP CAMP LLC FOR YOUTH SKATEBOARDING INSTRUCTION CLASSES AND CAMPS AT PAD 10 SKATE PARK IN AN AMOUNT NOT TO EXCEED $34,900 FOR THE TERM APRIL 15, 2026 TO APRIL 14, 2027 WITH TWO AUTOMATIC ONE-YEAR EXTENSIONS

   CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

3. APPROVE A CONSENT TO ASSIGNMENT OF THE AGREEMENT WITH HADRONEX, INC. DBA SMARTCOVER SYSTEMS TO BADGER METER, INC. FOR WASTEWATER MONITORING AND REPAIR SERVICES WITH NO CHANGE IN COMPENSATION AND FOR THE EXISTING TERM THROUGH DECEMBER 31, 2029

   CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

4. APPROVE AN AGREEMENT WITH FOSTER & FOSTER CONSULTING ACTUARIES, INC. FOR POST EMPLOYMENT BENEFITS ACTUARIAL SERVICES IN AN AMOUNT NOT TO EXCEED $26,000 FOR THE TERM APRIL 15, 2026 TO DECEMBER 31, 2027

   CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

5. APPROVE AN AMENDMENT TO THE AGREEMENT WITH COMMERCIAL BUILDING MANAGEMENT (CBM) INCORPORATED FOR JANITORIAL SERVICES IN CITY FACILITIES TO REFLECT THE CORRECT REGISTERED NAME OF THE ENTITY, WITH NO CHANGE IN COST OR TERM

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

EXECUTIVE SUMMARY

Approve Contracts Under $35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt & Signature - Los Angeles County Registrar-Recorder/County Clerk
- Agmt, Signature & Insurance - Champ Camp LLC
- Consent to Assignment - Hadronex, Inc. dba Smartcover Systems to Badger Meter, Inc.
- Agmt - Hadronex, Inc. dba Smartcover Systems
- Agmt, Signature & Insurance - Foster & Foster Consulting Actuaries, Inc.
- Agmt, Signature & Insurance - Commercial Building Management (CBM), Incorporated
- Insurance - Additional Policy Information, Commercial Building Management (CBM), Incorporated

CHECK-IN-CENTER PLAN
June 2, 2026 Statewide Direct Primary Election

The following constitutes the mutually agreed upon Check-In-Center Plan for the June 2, 2026, Statewide Direct Primary Election by Redondo Beach Performing Arts Center and the Los Angeles County Registrar-Recorder/County Clerk (RR/CC) for the use of the facility space specified below:

Redondo Beach Performing Arts Center
1935 Manhattan Beach Blvd.
Redondo Beach, CA 90278

Contact List – Host

Primary Contact Name	Anthony Wilson	**Phone #**	(310) 318-0643
Email Address	Anthony.Wilson@redondo.org	**Alternate Phone #**	(323) 833-6730
After Hours Emergency Contact Name	Eleanor Manzano	**Phone #**	(310) 697-3737
Email Address	Eleanor.Manzano@redondo.org	**Alternate Phone #**	(310) 344-5934

Contact List – RR/CC

Primary Contact Name	Leanna Allende	**Phone #**	626-828-2910
Email Address	Lallende@rrcc.lacounty.gov	**Alternate Phone #**	562-410-5363
After Hours Emergency Contact Name	Gabriela Amezcua	**Phone #**	626-828-2975
Email Address	Gamezcua@rrcc.lacounty.gov	**Alternate Phone #**	562-412-3108

Access Schedule:
Host has agreed to grant exclusive access to the designated space for the following dates:

Start Date	End Date
May 23, 2026	**June 2, 2026**

During the above period, RR/CC staff shall have vehicle access to the designated space from 6:00pm – approximately 10:00pm. On Election Day, June 2, 2026, RR/CC staff shall have vehicle access to the designated space from 6:00pm – approximately 12:00am.

Designated Space, Parking, and Public Access

Host will provide RR/CC with access to five (5) continuous parking stalls to set up a Check-In Center. This space will accommodate one (1) supply van and the tables and equipment needed by the RR/CC.

Host will permit Election Workers access to Check-In-Center during the designated dates and hours. Election Workers will drive up to a Check-In-Center where staff will retrieve voted ballots and other election materials.

RR/CC shall limit signage and vehicle traffic to the mutually agreed upon areas.

RR/CC staff will arrive on site at 3:00 PM on May 24, 2026, to reserve five (5) parking stalls to ensure area is secure for operational purposes.

Amendment of the Agreement

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties. This agreement may be modified or amended only upon a subsequent amendment executed by both Host and the RR/CC.

Indemnity Agreement: Host will indemnify, defend and hold harmless RR/CC, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss demands, actions, fees, costs and expenses are caused by or result from the grossly negligent or willful misconduct of the Host, its officials, officers, agents, employees, or volunteers.

RR/CC shall indemnify, defend and hold harmless Host, its officials, officers, agents, employees, independent contractors and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the RR/CC, its trustees, officers, agents, employees, or volunteers.

Notwithstanding the foregoing, RR/CC acknowledges and understands that certain parties will have access to the designated space, including but not limited to, custodial contractors and emergency staff. In no event shall Host be liable for any access to the designated facility space by these parties.

Additional Access Considerations

The following details represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Gate keys, Access Badges, Parking Passes, etc.):

APPLIES TO 5 PARKING SPACES ONLY WITHIN THE CROSS-HATCHED SECTION MARKED ON EXHIBIT MAP ATTACHED

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

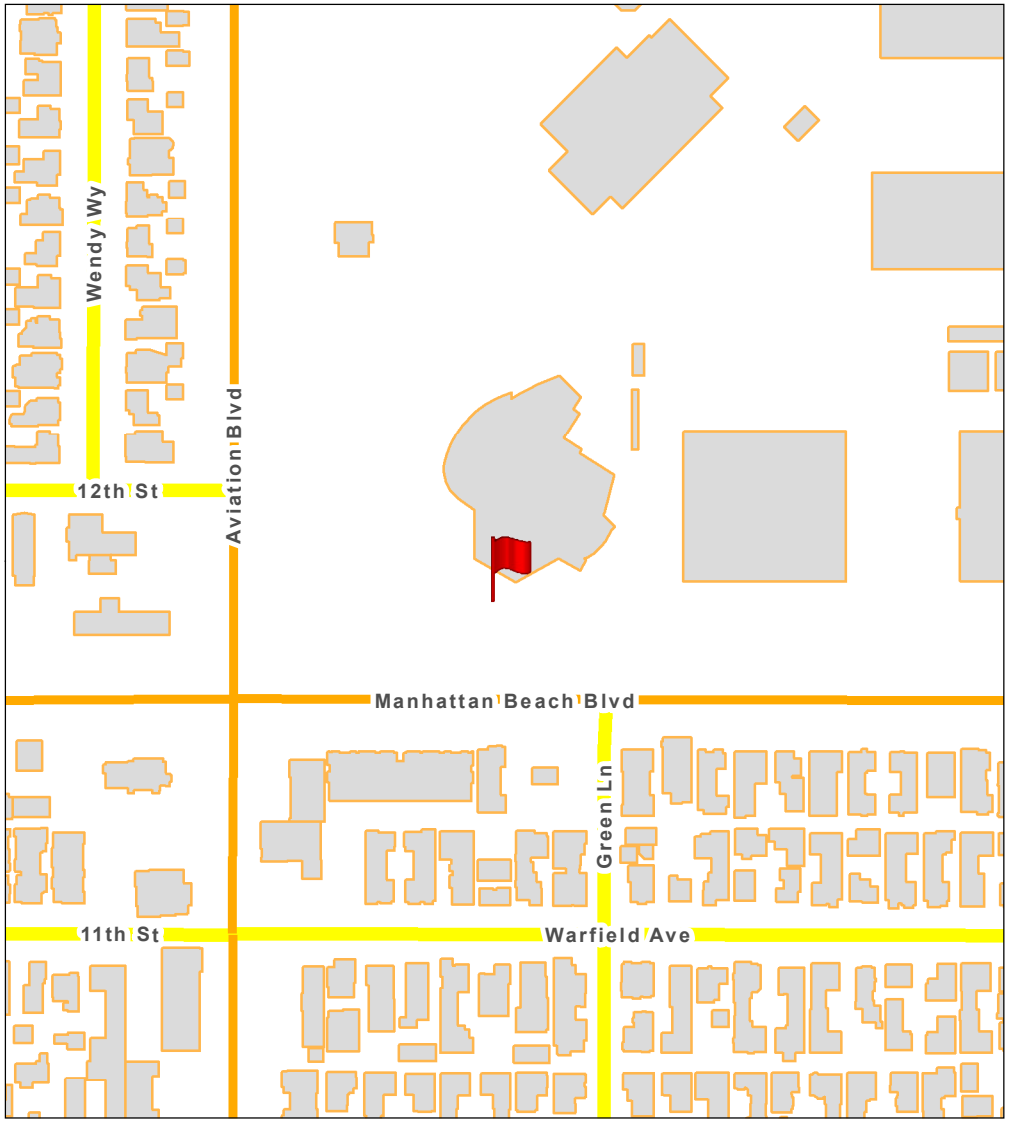
THE ABOVE CHECK-IN-CENTER PLAN APPLIES TO ONLY ELECTION PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement, and it is effective as of the date of last signature below.

Los Angeles County Center Registrar-Recorder/County Clerk	City of Redondo Beach A Chartered Municipal Corporation
Signed by: Leanna Allende F98DA428B40E4A5 3/19/2026 | 7:17 AM PDT	
Signature & Date	Signature & Date
Leanna Allende	
Printed Name	Printed Name

CHECK-IN-CENTER INSTRUCTIONS AND MAP

CIC # 801



During Early Voting each night you and one clerk will return your Ballot Transport Box(es) Ballot Security Envelope(s) directly to:

Redondo Beach Performing Arts Center
1935 Manhattan Beach Blvd
Redondo Beach CA, 90278

The Clerk should hold the sealed:

- **Ballot Transport Box(es)**
- **Ballot Security Envelope(s)**
- **Green Stripe Envelope (Final night only)**

0 0.03 0.06 0.12 Mile

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND CHAMP CAMP LLC

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Champ Camp LLC, a California limited liability company ("Contractor").

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".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular, part-time 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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 all authorized work satisfactorily performed prior to the effective date of termination. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, as well as 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, non-discrimination laws, prevailing wage laws, and public health laws. This includes adherence to all applicable public health orders, safety protocols, and guidelines issued by federal, state, or local authorities.

16. 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 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.

17. 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.

18. 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.

19. 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.

20. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

21. 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.

22. 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.

23. 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.

24. Time of Essence. Time is of the essence of this Agreement.

25. 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.

26. 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."

27. 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.

28. 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.
29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Live Scan Fingerprinting. Contractor (including any individual owning 25% or more of the ownership interest in Contractor or 25% or more the voting control of Contractor in the event Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall complete Live Scan fingerprinting administered through the City's police department prior to the performance of services under this Agreement. Further, Contractor shall provide the City a list of all individuals (employees, consultants, independent contractors or otherwise) performing any services on behalf of Contractor under this Agreement and shall cause, at Contractor's sole cost and expense, each listed individual to obtain Live Scan fingerprinting at a local Live Scan site and deliver all results and reports obtained through Live Scan to the City prior to the performance of services by each applicable individual. At all times during the term of this Agreement, Contractor represents and warrants that it will keep its personnel list current and promptly notify the City of any additional alerts Contractor receives from Live Scan regarding its listed personnel.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 14th day of April, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

CHAMP CAMP LLC,
a California limited liability company

Signed by:
Trevor Elder
13D6A3808A8C49D...

By: _____
Name: Trevor Elder
Title: Owner
3/27/2026 | 1:04 PM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...

_____
Diane Strickfaden, Risk Manager
3/30/2026 | 9:21 AM PDT

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 services.

A. Contractor shall instruct recreational skateboarding classes and camps.
    1. These programs shall serve the public interest by expanding access to recreation programming and instruction.
    2. Contractor shall promote safe participation in skateboarding activities through instruction that is inclusive of all skill levels.
    3. Contractor shall adhere to all requirements outlined in the City's Contract Class Instructor Manual Guidelines, attached hereto as Attachment "A-1".
    4. Contractor shall promote a safe and harassment-free environment at all times.
    5. Contractor shall ensure each class participant signs the Release of Liability form prior to participating in any activity. Contractor shall submit the signed Release of Liability forms with each invoice.

B. Contractor shall provide the City with a list of qualified instructors for class offerings. The list of qualified instructors shall include all primary instructors, co-instructors, volunteers, substitutes, or anyone else directly interacting with program participants.
    1. Contractor shall ensure it and all of its instructors undergo Live Scan fingerprinting prior to the performance of services under this Agreement.
    2. Contractor shall inform the City of any edits to the qualified instructor list. New instructors must receive Live Scan fingerprinting clearance and approval from the City prior to the performance of services under this Agreement.
    3. Contractor shall ensure all of its instructors possess and maintain all required certifications to conduct safe and educational classes through the term of this Agreement.

C. Contractor shall conduct all classes at the Pad 10 Skatepark, 500 Fisherman's Wharf, Redondo Beach, CA 90277.
    1. Contractor shall conduct all activities in designated areas appropriate for safe instruction, as determined by the Contractor and the City.

D. Contractor shall provide seasonal class submissions to be published in the City recreation brochure.
    1. Contractor shall adhere to the published schedules and program descriptions. Any changes to class schedules or offerings must be approved by the City prior to advertisement or performance of services under this Agreement.

E. Contractor shall supply all equipment and materials for performance of services under this Agreement.

ATTACHMENT "A-1"

CONTRACT CLASS INSTRUCTOR MANUAL GUIDELINES

The Contract Class Instructor Manual Guidelines are attached.

CONTRACT CLASS

INSTRUCTOR MANUAL

City of Redondo Beach

Community Services Department

To enrich and improve the quality of life in Redondo Beach by providing excellent programs, opportunities, services and facilities that meet the needs of the community.

TABLE OF CONTENTS

I.	Independent Contractor Agreement	3
II.	Expected Services	4
III.	Facilities	5
IV.	Newsletter Brochure & Class Submission	6
V.	Enrollment & Registration	7
VI.	Class Cancellations/Instructor Illness/Class Start Times	8
VII.	Emergencies/Accidents/Incident Reports	9
VIII.	Invoice & Payment	10
IX.	Forms & Additional Information	11

CONTRACT CLASS INSTRUCTORS
POLICIES AND PROCEDURES

PLEASE NOTE, IN THIS MANUAL, THE TERM "CLASS" REFERS TO ALL OFFERED CLASSES AND CAMPS IN THE CONTRACT CLASS PROGRAM. IN THIS MANUAL, THE TERMS "INSTRUCTOR" REFERS TO THOSE PROVIDING INSTRUCTION DURING THE CLASS/CAMP; "CONTRACTOR" REFERS TO THE INDIVIDUAL/COMPANY MANAGING THE AGREEMENT, THROUGHOUT THIS DOCUMENT, THE TERMS INSTRUCTORS AND CONTRACTORS ARE USED INTERCHANGEABLY. ALL POLICIES AND PROCEDURES THAT FOLLOW ARE FOR EVERY TYPE OF ACTIVITY PROVIDED THROUGH THE CONTRACT CLASS PROGRAM.

I. Independent Contractor Agreement

A. Formal agreement that requires approval by the City Council. The agreement is developed by staff and the contractor and is customized for each Class offering.

B. Once approved, instructors will go into an Independent Contractor Agreement with the City.

C. **Live Scan Fingerprinting:**
Instructors and contractor, if applicable, must undergo Live Scan fingerprinting prior to the performance of services under the agreement. Co-Instructors, assistants, substitutes, and volunteers must be at least 18 years of age, undergo the same background check and Live Scan fingerprinting procedure as the primary instructor/owner, and be cleared before the class start date.

D. A Business License (BL) is required to operate classes in the City of Redondo Beach. Contractors must apply for the BL annually at www.redondo.org/financialservices or call (310) 318-0603.

E. Contractors must provide a current general liability Certificate of Insurance (COI) in accordance with the City's requirements before the execution of the agreement, and throughout the term of the agreement. Failure to do so

will result in an incomplete and/or invalid agreement or cause a delay in permitting performance of services.

a. Minimum Coverage Amount must be $2,000,000 per occurrence/$4,000,000 per aggregate.
b. Additional Insured must have the exact following text:
   City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers.
   415 Diamond Street
   Redondo Beach, CA 90277

F. Contractors do not have the exclusive right to teach a particular subject, activity, or to provide instruction at a particular location.

G. The City of Redondo Beach offers a 70% instructor, 30% city fee split. All fees are collected by the City through the City's registration software. See page 9 for Contractor Invoices and Payments.

H. Contract renewal is contingent upon an instructor's adherence to Contract Policies and Procedures, reviewal of class enrollments, and instructor's quality of performance.

II. Expected Services

A. The Community Services Department will provide the following services for the contractor:

- **Facilities:** Provide a suitable facility for the class, if necessary. Location may change at the discretion of the City, but every effort will be made to find a suitable location that meets the needs of the class.
- **Newsletter Brochure**: Produce a digital publication (newsletter brochure) four (4) times a year describing the programs offered through the department.
- **Enrollment and Registration:** Receive registrations, collect fees, approved class transfers, and process refunds.
- **Marketing/Advertising:** Publicize the program digitally through news media, social media, and/or other sources, such as, promoting at all City Facilities.

B. **Instructor/Contractor Duties**:

- Conduct each class on the dates and times that are agreed during the submission process.
- Supply equipment and/or materials necessary to conduct the class unless otherwise agreed upon in the agreement.
- Conduct a professionally designed, organized, and high-quality program.
- Promote a safe and harassment free environment at all times.
- Provide student accountability by taking attendance for each class meeting.
- Review class rosters each of the first three classes/camp days to ensure participants are enrolled. **Instructor must remain aware of any transfers, drops, or additions.** This is important because participants that have enrolled have acknowledged and signed a Release of Liability Waiver. Those that have not registered through the City are not allowed to participate under any circumstances.
- Instructors are responsible for notifying the Recreation Coordinator if a class is cancelled and are responsible for contacting all participants to inform of the cancelation. The classes will not be automatically cancelled.

III. Facilities

A. Returning classes receive priority scheduling for facilities.

B. Please leave the room set up as it was found. Instructors are expected to clean up upon the completion of every class meeting, including, but not limited to, wiping away spills, washing the tabletops, remove debris from the floor, etc. Repeated complaints of poorly maintained classrooms, or any other City facility, may result in agreement termination.

C. Doors, windows, and alarms are to be secured when leaving the building. If the instructor is the last person to vacate the building for the day, secure and double check ALL exterior doors at the facility. It is possible that other users

(sibling, parent, park visitor, etc.) may have entered the building during your class using a different point of entry.

D. The consumption of alcohol and smoking of any kind at any City facility is strictly prohibited.

IV. Newsletter Brochure & Class Submission

A. The City accepts applications for new instructors throughout the year. However, new classes are added to the City's programming on an as-needed basis during the creation of the quarterly newsletter.

B. Community Services Newsletter Brochure: The Recreation Coordinator will send out a call for content via email with announced deadlines. If submission deadlines are missed, the contractor runs the risk of not being able to hold their class that season. The Community Services Department produces a newsletter four (4) times a year for the following seasons:

Season	Class Dates	Class Info. Submission
Winter Classes	January to Mid-March	Early July
Spring Classes	Late March- May	December
Summer Camps	June to August	December
Summer Classes	June to August	March
Fall Classes	Early September to November	May

D. Returning classes receive priority for times and all new class proposals are approved on an as-needed basis and are dependent on facility availability.

E. Scheduling of classroom facilities, class time, and locations for agreement classes must be done through the Recreation Coordinator prior to class registration. Requests for changes are not guaranteed. Any changes initiated without informing the Recreation Coordinator may result in immediate termination of the agreement.

F. Material fees are not allowed and must be included in the class fee. No additional fees are permitted outside of the City's contracted class program.

V. Enrollment & Registration

A. Instructors will receive login credentials to RecTrac registration software to access and print class rosters. The class roster will list the names, addresses, and telephone numbers of the students. Information listed on the class roster is confidential and may not be used for business purposes (or personal use) outside of the City's contracted class program. Instructors must run rosters each of the first three weeks of each session, to ensure their list is updated.

B. All students must be registered before they may participate in class. In-class registrations are not allowed. Registration is available online any time during the enrollment period at www.redondo.org/classes or in person at the Community Services office at 1922 Artesia Blvd during office hours.

C. Instructors must collect the Release of Liability Form from students *before* they may participate in class.

D. Instructors will not be paid for students who do not properly register for a class and are not listed on the roster. Instructors should take roll call at the beginning of each class to ensure all students are properly registered. It is the instructor's responsibility to make sure all of their participants have paid the class fee.

E. Classes will be monitored by the City for unpaid students/participants. If there are participants who have not registered with the City, are not on the roster, and are participating in the class, the Independent Contractor Agreement will be immediately terminated.

F. Private instruction or services may not be solicited by the contract instructor with any class participants without prior approval of the Recreation Coordinator. All requests for approval must be submitted in writing.

G. The City reserves the right to refund any class participant's program fee due to medical reasons, extraordinary situations, or customer dissatisfaction. The City has sole discretion on the issuance of refunds. In cases where the City issues a refund, a partial payment for the classes where instruction was given will be provided to the contractor.

H. Instructors are responsible for notifying the Recreation Coordinator if a class is cancelled and are responsible for contacting all participants. The classes will not be automatically cancelled.

I. If the City cancels the class due to low enrollment, or any other reason, the City is responsible to notify participants.

VI. Class Cancellations/Instructor Illness/Class Start Times

A. If the minimum enrollment, determined by the instructor and the City at the time of class submission, has not been met one week prior to the start of class, the instructor or the City, has the option to cancel the class. The instructor must contact the Recreation Coordinator to notify of the cancellation at that time, at which time the Community Services Department will send cancellation notices to all registered students. If the instructor decides to hold the first class without meeting their minimum, the instructor must commit to teaching the class for the entire session.

B. The Community Services Department reserves the right to cancel a class for any reason.

C. Refunds or Household Account Credits are processed for students whose classes have been officially cancelled by the City of Redondo Beach.

D. Classes with a history of cancellation or have regular low enrollments will not be approved for inclusion in subsequent quarterly newsletter brochures. **Additionally, classes with fees in excess of the industry's competitive market may not be considered for future sessions**.

E. If minimum enrollment numbers are met, the instructor is expected to hold class.

F. If an instructor must miss class due to illness or emergency, it is the instructor's responsibility to contact the Recreation Coordinator and/or the Community Services office at (310) 318-0610 to coordinate possible "make-up" times. **The instructor must make arrangements to contact students regarding the status of the class**. Illness or emergency (i.e. accident, family illness, etc.) are the only acceptable reasons for an instructor to miss a class. Other reasons may result in immediate termination of the agreement.

G. Instructors are expected to arrive at least 10-15 minutes prior to start of class to allow time to set-up the room, prep for the lesson, greet participants, and begin instruction *on time*. Repeated complaints regarding instructor tardiness or absences may result in immediate termination of the agreement. If an instructor needs more than 15 minutes of prep time, they must inform the Recreation Coordinator to ensure facility availability.

VII. Emergencies/Accidents/Incident Reports

A. Contact the Recreation Coordinator or onsite facility operator to identify the locations of an automated external defibrillator (AED) machine and fire extinguisher. If you do not know how to operate a fire extinguisher, contact the facility supervisor to receive instructions.

B. If there is a medical emergency, call 911 immediately. You should only administer aid to the extent that you are professionally trained or certified in.

C. All accidents and incidents involving the public, patrons, parents, participants, etc. must be reported to the Recreation Coordinator immediately. Instructors are required to complete and submit an Accident/Incident Report to the Recreation Coordinator within 24 hours of

the accident/incident. Reports are available through the Recreation Coordinator.

D. Never discuss an accident or injury with others. Do not engage with reporters or any other patrons regarding the incident or injury. If they insist on speaking with someone, refer them to the Recreation Coordinator and then call the Recreation Coordinator immediately with pertinent information regarding the situation.

VIII. Invoice & Payment

A. Invoices must be submitted to the designated Recreation Coordinator as early as the 4th week of class and/or by the end of the last class in the session (for example, the last day of a weekly camp), unless other arrangements have been made with the Recreation Coordinator. For prompt payment processing, instructors must review, sign, and return the Invoice along with the completed Release of Liability forms with the class attendance sheets.

Failure to provide proper documentation will result in delay of payment.

B. The City collects a $5 per class, per participant registration fee. This is collected on top of the advertised class/program fee. **This fee is not included in the instructor invoice or payment and is retained by the City to support administration of the class/camp program.** In addition, if a participant pays fees with a credit/debit card, the 3% credit card fee collected by the City, will not be included in the instructor invoice or payment.

C. Payment will be issued within 6-8 weeks after the invoice is submitted and pending City Council approval. Contractors can request the expected date of issuance of payment.

D. Payment is mailed directly to the address listed on the agreement unless otherwise indicated. As stated in the agreement, instructors operate independently from the City and are responsible for their own taxes.

Forms & Additional Information:

A. New Class Proposal
B. Class Submission Form
C. RecTrac Instructions for the following:
    - How to print class rosters
    - How to create attendance sheet
D. Release of Liability Form
E. Invoice Form
F. COI examples for required City verbiage

The City reserves the right to update these documents according to program needs. All forms are available in digital and fillable form upon request.

A. New Class Proposal

REDONDO BEACH

Community Services Department | 1922 Artesia Boulevard, Redondo Beach, California 90278, www.redondo.org/recreation | tel: 310 318-0610, fax: 310 798-8273

NAME:

COMPANY NAME:

ADDRESS:

PHONE:

EMAIL:

WHAT TYPE OF CLASS WILL YOU BE PROPOSING?

_____

_____

_____

CITY OF REDONDO BEACH REQUIRES AN INSURANCE FORM WITH $2 MILLION PER OCCURRENCE, $4 MILLION PER AGGREGATE AND AN ADDITONAL ENDORSEMENT POLICY WHICH INDICATES WHAT IS LISTED BELOW:

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers
415 Diamond St
Redondo Beach, CA 90277

CITY OF REDONDO BEACH requires you to obtain a business license from the City of Redondo Beach or a business license in the City where your class(es) will be taught.

CITY OF REDONDO BEACH requires all instructors and their staff that work with City class participants to go through a Live Scan background check. Instructors are financially responsible for all Live Scan fees.

CITY OF REDONDO BEACH requires a **70% Instructor/30% City** revenue share for the registration fees collected from participants.

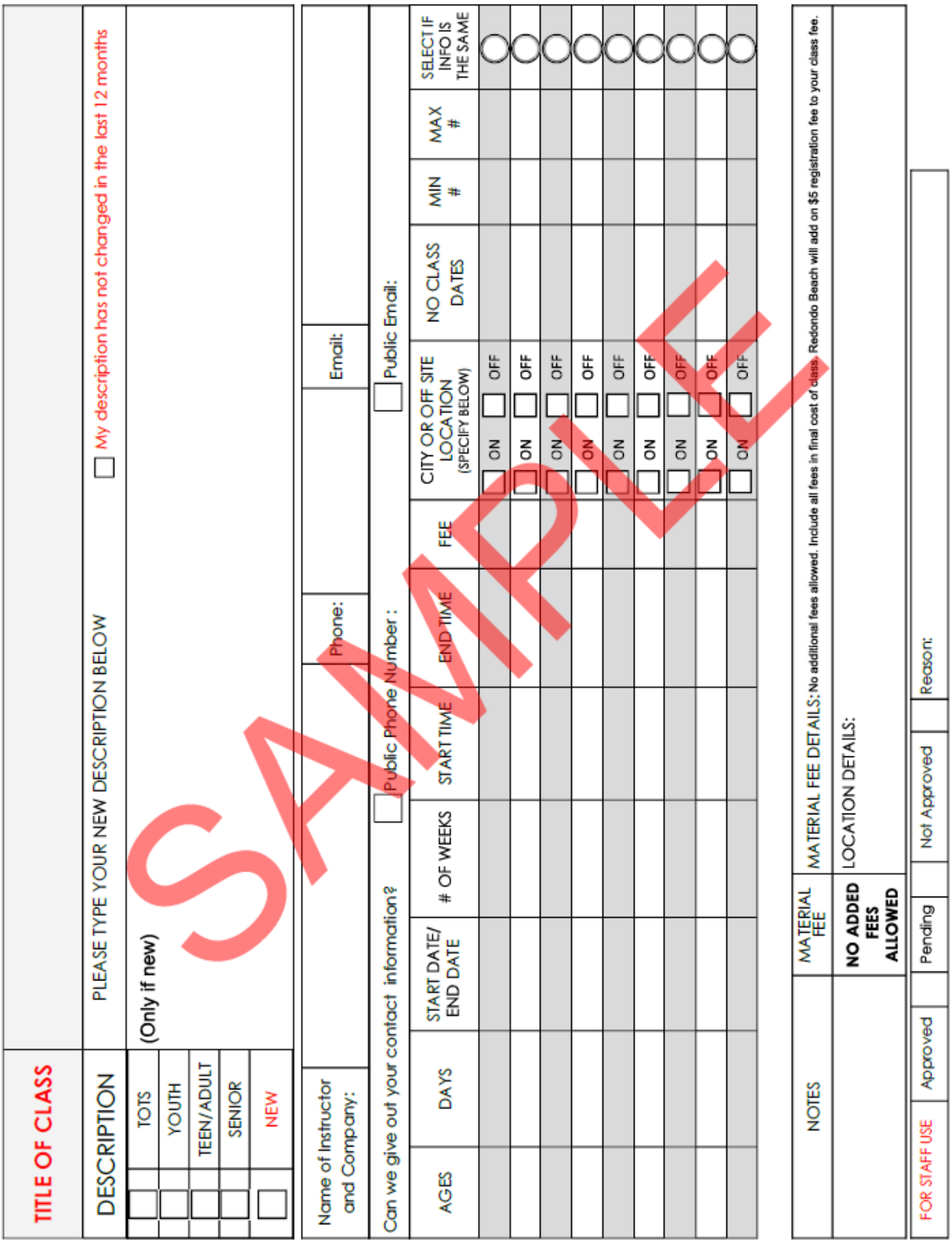
Please return this proposal to:
Victoria Chang
Redondo Beach Community Services
1922 Artesia Blvd. Redondo Beach, CA 90278

Phone: 310-318-0610 E-mail: victoria.chang@redondo.org

SAMPLE

REDONDO BEACH

B. Class Submission Form



TITLE OF CLASS

DESCRIPTION — PLEASE TYPE YOUR NEW DESCRIPTION BELOW — ☐ My description has not changed in the last 12 months

(Only if new)

☐ TOTS
☐ YOUTH
☐ TEEN/ADULT
☐ SENIOR
☐ NEW

Name of Instructor and Company:

Phone:

Email:

Can we give out your contact information? ☐ Public Phone Number : ☐ Public Email:

AGES	DAYS	START DATE/ END DATE	# OF WEEKS	START TIME	END TIME	FEE	CITY OR OFF SITE LOCATION (SPECIFY BELOW)	NO CLASS DATES	MIN #	MAX #	SELECT IF INFO IS THE SAME
							☐ ON ☐ OFF				○
							☐ ON ☐ OFF				○
							☐ ON ☐ OFF				○
							☐ ON ☐ OFF				○
							☐ ON ☐ OFF				○
							☐ ON ☐ OFF				○
							☐ ON ☐ OFF				○
							☐ ON ☐ OFF				○
							☐ ON ☐ OFF				○

NOTES

MATERIAL FEE: **NO ADDED FEES ALLOWED**

MATERIAL FEE DETAILS: No additional fees allowed. Include all fees in final cost of class. Redondo Beach will add on $5 registration fee to your class fee.

LOCATION DETAILS:

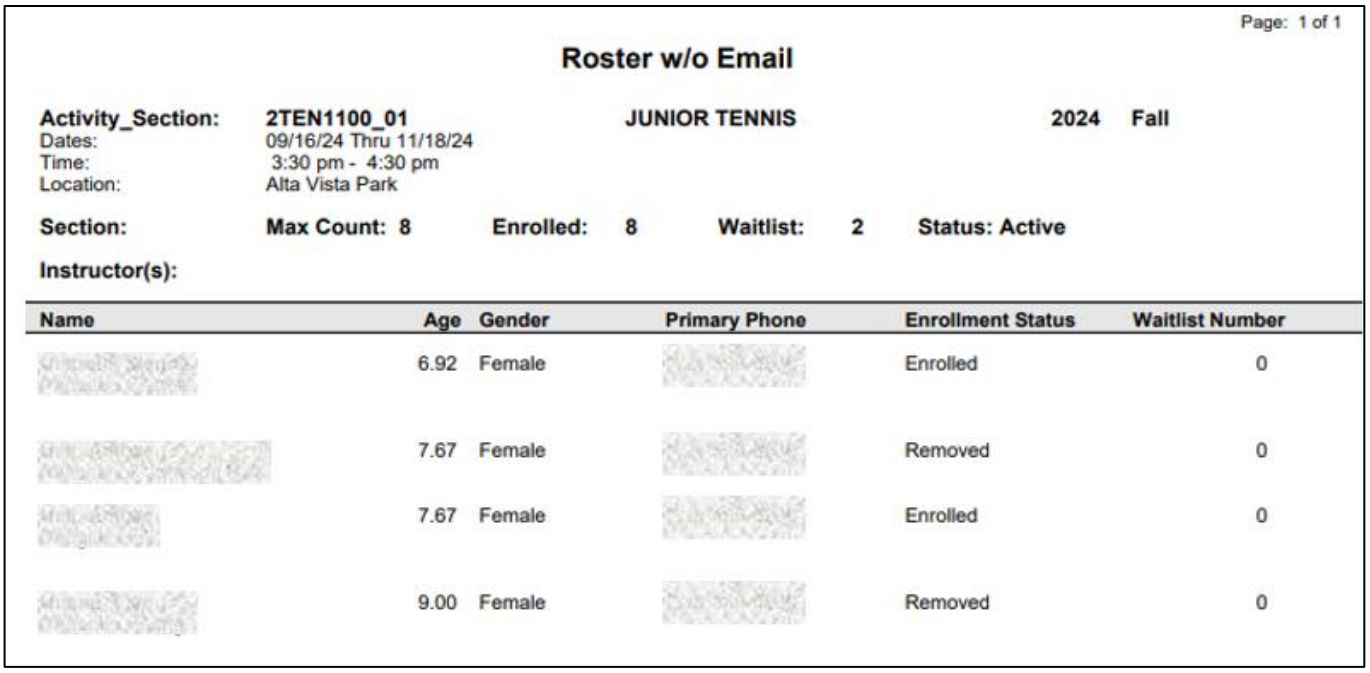
FOR STAFF USE — ☐ Approved ☐ Pending ☐ Not Approved — Reason:

SAMPLE

C. RecTrac Instructions for the following:

- How to print class rosters
- How to create attendance sheet

Class Roster Example:



Page: 1 of 1

Roster w/o Email

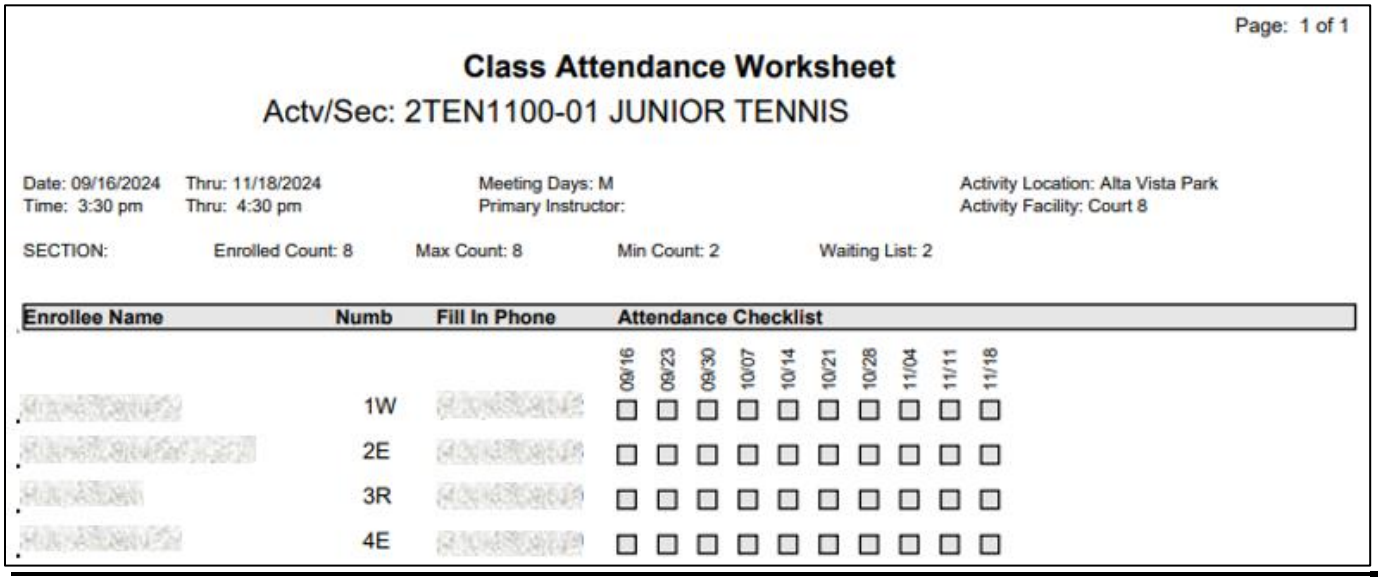
Activity_Section: **2TEN1100_01** **JUNIOR TENNIS** **2024** **Fall**
Dates: 09/16/24 Thru 11/18/24
Time: 3:30 pm - 4:30 pm
Location: Alta Vista Park

Section: **Max Count: 8** **Enrolled: 8** **Waitlist: 2** **Status: Active**

Instructor(s):

Name	Age	Gender	Primary Phone	Enrollment Status	Waitlist Number
[redacted]	6.92	Female	[redacted]	Enrolled	0
[redacted]	7.67	Female	[redacted]	Removed	0
[redacted]	7.67	Female	[redacted]	Enrolled	0
[redacted]	9.00	Female	[redacted]	Removed	0

Attendance Sheet Example:



Page: 1 of 1

Class Attendance Worksheet

Actv/Sec: 2TEN1100-01 JUNIOR TENNIS

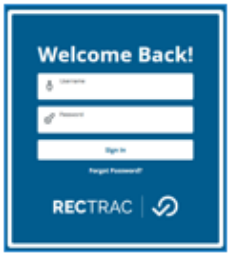
Date: 09/16/2024 Thru: 11/18/2024 Meeting Days: M Activity Location: Alta Vista Park
Time: 3:30 pm Thru: 4:30 pm Primary Instructor: Activity Facility: Court 8

SECTION: Enrolled Count: 8 Max Count: 8 Min Count: 2 Waiting List: 2

Enrollee Name	Numb	Fill In Phone	Attendance Checklist 09/16	09/23	09/30	10/07	10/14	10/21	10/28	11/04	11/11	11/18
[redacted]	1W	[redacted]	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
[redacted]	2E	[redacted]	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
[redacted]	3R	[redacted]	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
[redacted]	4E	[redacted]	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

How To Print Out Class Rosters & Attendance Sheets

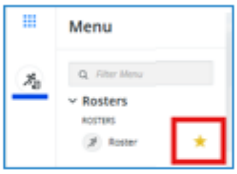
Instructors will be provided with a RecTrac Login
(Generated by the Rec Coordinator)



Once logged in, Instructors will follow the directions below:

1. Click the Waffle Icon
   (Located in the upper left corner)

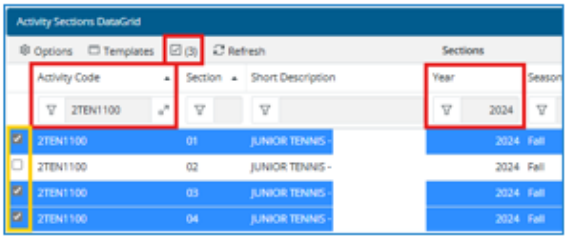
2. Click on the Roster Icon
   (Tip: Click the star icon to add to Favorites)



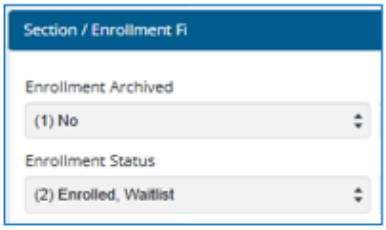
3. Ensure the Check Box is set at 0 (zero)
   (This will clear out previous rosters searches)

4. Type in the class Activity Code & Year
   (Code is provided by Recreation Coordinator)

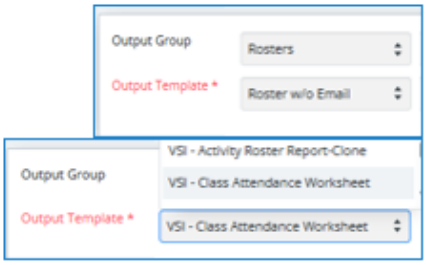
5. Check/Highlight all Sections needed
   (Number of sections may vary)



6. Change Enrollment Status – ADD Waitlist

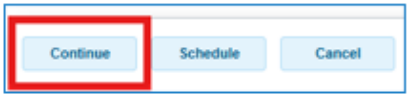


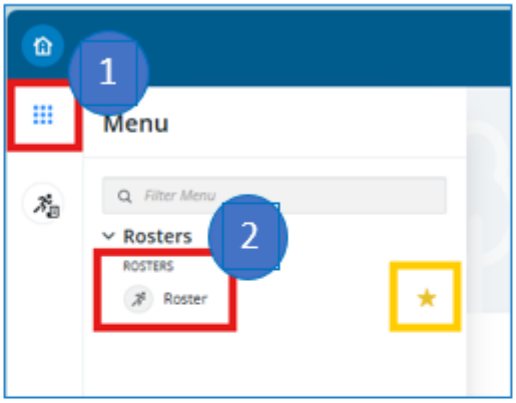
7. Select the Output Template need for the class
   - Roster w/o Email
   - VSI – Class Attendance Worksheet

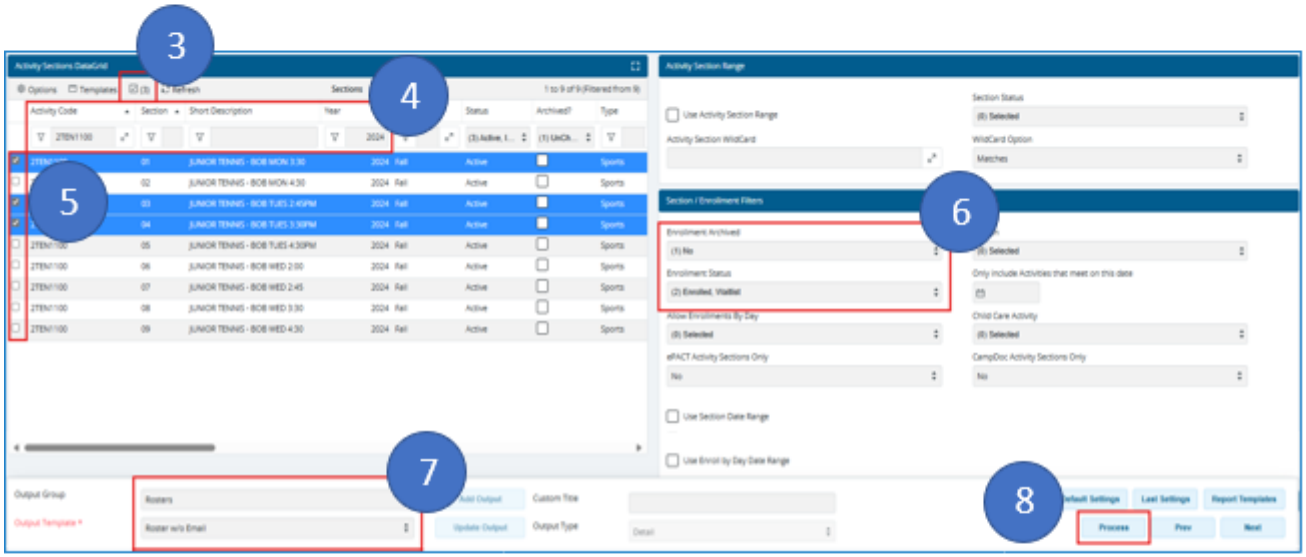


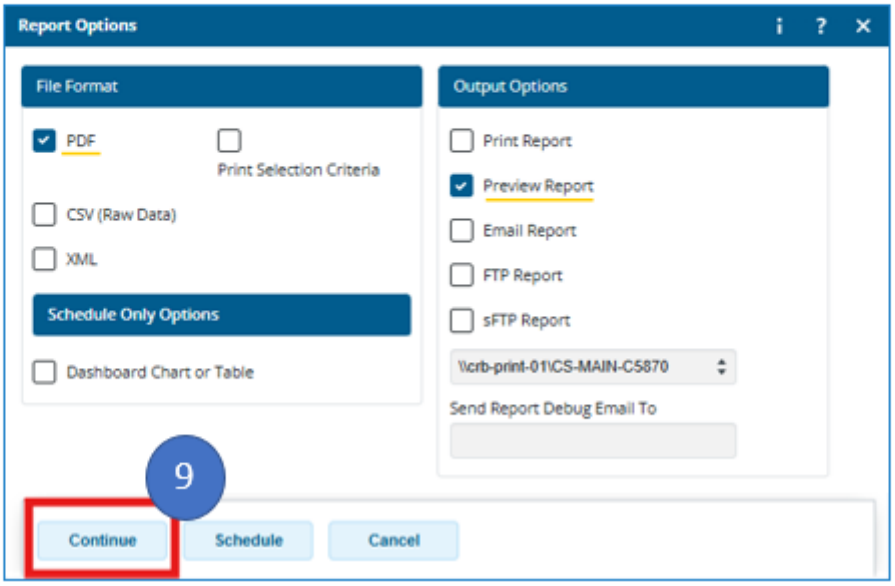
8. Click Process

9. Click Continue
   (Pop out window)




1
Menu
Filter Menu
Rosters
2
ROSTERS
Roster


3
4
5
6
7
8


Report Options
File Format
PDF
Print Selection Criteria
CSV (Raw Data)
XML
Schedule Only Options
Dashboard Chart or Table
Output Options
Print Report
Preview Report
Email Report
FTP Report
sFTP Report
\\crb-print-01\CS-MAIN-C5870
Send Report Debug Email To
9
Continue
Schedule
Cancel

D. Release of Liability Form

Class Name: _____

Session: _____

Instructor: _____

Release of Liability:
Signature of participant or parent required!

AMATEUR RECREATION PROGRAMS AND CAMPS
RELEASE AND WAIVER OF LIABILITY
PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of your participation in City of Redondo Beach recreation programs, and related events and activities, you, the undersigned, acknowledges that the risk of injury including, but not limited to, exposure to viruses, is significant and does exist, regardless of implemented health and safety protocols, rules, equipment, training and personal discipline. Therefore:

1. **I KNOWINGLY AND FREELY ASSUME ALL RISKS**, both known and unknown, and assume full responsibility for my participation;
2. I agree to comply with the stated and customary terms and conditions of participation. If I observe any unusual significant hazard during my presence or participation, I will either remove the hazard, if possible, or discontinue my participation and/or bring such hazard to the attention of the nearest official immediately; and
3. I, for myself, my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the City of Redondo Beach, their officers, officials, agents, employees, volunteers, other participants, sponsors, advertisers, and owners and lessors of premises used to conduct the programs, from any and all injury, disability, illness or other losses or damage to person or property.
4. Participants involved in City of Redondo Beach programs/ activities may be photographed and/or videotaped and such photographs/videos may be used in print and digital formats to publicize City of Redondo Beach programs, activities, and events.

I HAVE READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)
This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I give permission for his/her participation in the recreational program and for any necessary emergency medical treatment. I understand that the City of Redondo Beach has no obligation to supervise my child(ren) at the close of the recreation program and I release the City of Redondo Beach, its officers, employees, and agents from any liability resulting from the lack of supervision of my child(ren) at the close of the above program. I have read and understand the **RELEASE AND LIABILITY WAIVER** and consent and agree to his/her waiver, release and assumption of the risk as provided above. I release and agree to indemnify and hold harmless the City of Redondo Beach and associated persons from any and all liabilities for injury, illness, or damage to the above minor while participating in these programs.

SAMPLE

Print Name	Signature	Date
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
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16.		
17.		
18.		
19.		
20.		
21.		
22.		

SAMPLE

REDONDO BEACH

E. Invoice Form

INVOICE

For Internal Use Only	
Date Received: _____	Initial: _____
Vendor #: _____	
Account #: _____	

INVOICE TO:

CITY OF REDONDO BEACH COMMUNITY SERVICES | 1922 ARTESIA BLVD., REDONDO BEACH, CA 90278 | (310) 318-0610

INVOICE INFORMATION:

INVOICE #:		SESSION:	☐ Spring ☐ Summer ☐ Fall ☐ Winter

FROM:

CHECK PAYABLE TO:		
BILLING ADDRESS:		☐ Check if address is new/updated
PRIMARY PHONE:	EMAIL:	

INVOICED CLASS/CAMP INFORMATION:

Please use page 2 to include any classes that do not fit on page 1

Class Number	# of Participants	Class/Camp Fee*	Total

Please Note: ***If the form has errors or missing information, the City of Redondo Beach will require Contractors to revise and resubmit.***

*Class/Camp Fee should not include the $5.00 registration fee and 3% credit card fee.

☐ Check if submitting the Supplemental Invoice Form

I certify that this INVOICE and any Supplemental Invoice Form are an accurate accounting of monies due to me.

TOTAL FOR ALL CLASSES:	
70% TOTAL DUE:	

_____ Signature

_____ Date

Submission Information: The invoice is to be emailed to Carrie.Diaz@redondo.org (cc: Victoria.Chang@redondo.org) along with the signed *Release of Liability Form*. ***Please follow up if you do not receive a confirmation email back from Carrie within 3-5 business days after initial invoice submission.***

For Internal Use Only

Coordinator Approval: _____ Date: _____ Manager Approval: _____ Date: _____

Staff Notes: _____

Page 1 of 2

SAMPLE

REDONDO BEACH

SUPPLEMENTAL INVOICE FORM

INVOICE INFORMATION:

INVOICE #: _____ **SESSION:** ☐ Spring ☐ Summer ☐ Fall ☐ Winter

SUPPLEMENTARY INVOICE FORM

INVOICED CLASS/CAMP INFORMATION:

Class Number	# of Participants	Class/Camp Fee*	Total

**Totals will be added to main Invoice if Form Filler PDF is used.

Please Note: ***If the form has errors or missing information, the City of Redondo Beach will require Contractors to revise and resubmit.***

*Class/Camp Fee should not include the $5.00 registration fee and 3% credit card fee.

SAMPLE

I certify that the INVOICE and this Supplemental Invoice Form are an accurate accounting of monies due to me.

_____ _____

Signature Date

F. COI examples for required City verbiage

Certificate of Insurance

{Minimum Requirements and Information}

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

General Liability: Minimum coverage amount of $2,000,000

- The $2,000,000 per occurrence for bodily injury, personal injury and property damage.
- The $4,000,000 general aggregate limit shall apply separately to this project.

OTHER INSURANCE PROVISIONS

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- Additional Insured Endorsement (commonly referred to as an AI)
- Must state the following:

City of Redondo Beach, its officers, elected and appointed officials, employees, City of Redondo Beach and volunteers.
415 Diamond Street
Redondo Beach, Ca 90277

REDONDO BEACH

CERTIFICATE OF INSURANCE ENDORSEMENT
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP

		Certificate #
FACILITY OWNER - Additional Insured: (if multiple, continued on next page) City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers. 415 Diamond Street Redondo Beach, CA 90277	**RODUCER:** **IUB International Insurance Services Inc.** **000 Executive Parkway, Suite 300** **an Ramon, CA 94583** **H: 925 609 6500 FX: 925 609 6550** specialevent@hubinternational.com	**CA License #0757776**
EVENT HOLDER - Named Insured: (if multiple, continued on next page) (Your inforamtion will be printed here)	**EVENT INFORMATION** **TYPE OF EVENT:** **EVENT DATE(S):** **EVENT LOCATION(S):** (Address will vary based on the facility of your reseravtion)	

This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. 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.

INSURER A: COLONY INSURANCE COMPANY

INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits	
A	Commercial General Liability	103 GL 0021111	(Dates will vary based on your event)		Each Occurrence	$2,000,000
					General Aggregate	$4,000,000
					Personal & Advertising Injury	$2,000,000
					Products/Completed Operations Aggregate	$4,000,000
					Damage to Premises Rented to You	$1,000,000
					Medical Payments	$5,000
					Liquor Liability Each Occurrence (Aggregate included in General Liability Aggregate)	(May be required at certain facilities)

COVERAGE TERMS:

Occurrence Form (CG 0001) Host Liquor Liability Included. Full Liquor Liability Included when a separate premium has been charged.	**The coverage afforded by this insurance is primary and non-contributing with any insurance held by the "Additional Insured" as Named Insured, when the "Additional Insured" is shown on this Certificate of Insurance Endorsement as "Additional Insured" or WHEN REQUIRED BY WRITTEN CONTRACT.**

COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)

-- Communicable Diseases -- Sexual Abuse & Molestation -- Terrorism	Specific Events are excluded from coverage. Please see second page for list of excluded events. On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).

~ Additional Insureds, next page ~

SAMPLE

REDONDO BEACH

Second Page of Certificate	Certificate #	

OTHER ADD|T|ONAL |NSUREDS:

1	(You can add additional Vendors that will need to be covered within your COI)
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	

CANCELLATION: Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.

AUTHORIZED REPRESENTATIVE:		DATE ISSUED:	4/1/2024

SAMPLE

REDONDO BEACH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE $
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG $
							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	☐ ANY AUTO						BODILY INJURY (Per person) $
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE $
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	☐ DED ☐ RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A						E.L. EACH ACCIDENT $
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT $

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

SAMPLE

CERTIFICATE HOLDER

The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers.
415 Diamond Street
Redondo Beach, Ca 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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)
The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers. 415 Diamond Street Redondo Beach, Ca 90277
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

SAMPLE

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on April 15, 2026 and shall continue through April 14, 2027 unless otherwise terminated as herein provided. This Agreement shall automatically renew for subsequent one-year terms, up to a maximum of two years (each a “Renewal Term”) subject to the same terms and conditions contained herein, unless City provides written notice of nonrenewal at least fifteen (15) days prior to the expiration of the current term. Such written notice of nonrenewal shall only be deemed valid if executed by the City’s Community Services Director. The total duration of the Agreement, including renewals, shall not continue beyond April 14, 2029.

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 as follows:

1. **Registration Fees and Adjustments.** Contractor shall ensure that participants pay all fees for each class offered by the Contractor under this Agreement. Said fees shall be deemed “Registration Fees”.

   The City will set and adjust the Registration Fees at its sole discretion, with any fee adjustments published in the City’s Quarterly Newsletter. In no event shall the Contractor charge additional fees outside of the fees described herein.

2. **Fee Collection.** The City shall collect and account for the Registration Fees and distribute them as follows:

   Contractor shall receive seventy percent (70%) of the Registration Fees. City will retain thirty percent (30%) of the Registration Fees.

3. **Additional Fees.** Upon each participant’s registration for a class, City shall collect an additional five-dollar fee (“Additional Fee”), which shall not be subject to the 70/30 fee split, and shall be retained by the City. If the participant pays via credit or debit card, the 3% merchant fee shall be absorbed by the City and shall not affect the Contractor’s compensation outlined in this Exhibit “C”.

B. **NOT TO EXCEED AMOUNT.** In no event shall the Contractor’s total compensation exceed $34,900 during the term of this Agreement. For purposes of this section, “compensation” shall include all amounts payable to Contractor under this Exhibit “C”, including the Contractor’s share of Registration Fees, and shall exclude any fees retained by the City.

C. **METHOD OF PAYMENT.** Contractor shall submit a quarterly invoice for services performed in the prior quarter. Each invoice shall indicate:

1. Dates and location of class sessions;
2. Number of class sessions;
3. Total number of registered participants;
4. Calculation of Contractor’s 70% share of Registration Fees; and
5. Total amount due to the Contractor.

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach class rosters and attendance records. Invoices must be in a form

reasonably satisfactory to the City. Contractor may be required to provide backup material upon City's request.

D. **SCHEDULE FOR PAYMENT.** The City will pay within 45 days of receiving the quarterly invoice.

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: Champ Camp LLC
12655 Bluff Creak Dr. #120
Los Angeles, CA 90094
Attention: Trevor Elder
Email: Aloha@ChampCampKids.com

City: City of Redondo Beach
Community Services Department
1922 Artesia Blvd.
Redondo Beach, CA 90278
Attention: User Pay Program Coordinator, Victoria Chang
Email: victoria.chang@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 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/11/2025

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).

PRODUCER
Myers-Stevens & Toohey & Co., Inc.

26101 Marguerite Parkway,
Mission Viejo, CA, 92692

CONTACT NAME:
PHONE (A/C, No, Ext): 800-827-4695 **FAX (A/C No):** 949-348-2630
E-MAIL ADDRESS: mtoohey@myers-stevens.com
PRODUCER CUSTOMER ID :

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Insurance Company	16543
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Sports Marketing Program Management Inc.
Champ Camp LLC

5301 Beethoven Street #UNIT 160
Los Angeles, CA, 90066

COVERAGES **CERTIFICATE NUMBER:** A-SP-SU-25-05-20-342336_385796 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	Y	N	BESGLPTNV011301_170012_02	06/11/2025	06/11/2026	EACH OCCURRENCE	$ 1,000,000.00
	X COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE TO PREMISES RENTED (Any one premises)	$ 300,000.00
	CLAIMS-MADE X OCCUR						MED EXP (any one person)	$ 5,000.00
	X INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY	$ 1,000,000.00
	GENERAL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000.00
	X POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000.00
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO / HIRED AUTOS						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
A	**UMBRELLA LIAB** X OCCUR	Y	N	BESGLXTNV011301_170012_02	06/11/2025	06/11/2026	EACH OCCURRENCE	$ 1,000,000.00
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 1,000,000.00
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**OTHER** Abuse/Molestation	Y	N	BESGLPTNV011301_170012_02	06/11/2025	06/11/2026	Each Occurrence: $ 25,000.00	Aggregate: $ 50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Liability Policy Deductible: $0.00 Deductible for Bodily Injury and $ 1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDER
City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers
415 Diamond Street
Redondo Beach, CA, 90277

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

AUTHORIZED REPRESENTATIVE
Mark Di Perno

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AGENCY		NAMED INSURED
Myers-Stevens & Toohey & Co., Inc.		**Champ Camp LLC** **5301 Beethoven Street #UNIT 160** **Los Angeles,** **CA, 90066**
POLICY NUMBER		
BESGLPTNV011301_170012_02		
CARRIER	NAIC CODE	EFFECTIVE DATE: 06/11/2025
Texas Insurance Company	16543	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
RE: Registered Basketball participants: 06/11/2025 - 06/11/2026; Registered Baseball participants: 06/11/2025 - 06/11/2026; Registered Dodgeball participants: 06/11/2025 - 06/11/2026; Registered Bodyboarding participants: 06/11/2025 - 06/11/2026; Registered Skateboarding participants: 06/11/2025 - 06/11/2026; Registered Swimming - Pool participants: 06/11/2025 - 06/11/2026; Registered Soccer participants: 06/11/2025 - 06/11/2026; Registered Running participants: 06/11/2025 - 06/11/2026; Registered Academics - Youth Art participants: 06/11/2025 - 06/11/2026;

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CONSENT TO ASSIGNMENT OF THE AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND HADRONEX, INC. DBA SMARTCOVER SYSTEMS TO BADGER METER, INC.

THIS CONSENT TO ASSIGNMENT (this "Consent") is made and entered into by the City of Redondo Beach, a chartered municipal corporation ("City"), Hadronex, Inc., a Delaware corporation dba SmartCover Systems ("Assignor"), and Badger Meter, Inc., a Wisconsin corporation ("Assignee"). City, Assignor, and Assignee are sometimes referred to individually as "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, on November 5, 2024, City and Assignor entered into that certain Agreement for Project Services (the "Agreement").

B. WHEREAS, Assignor represents that it is undertaking a corporate consolidation transaction pursuant to which Assignor will merge into Assignee as the surviving entity effective January 1, 2026 (the "Transaction").

C. WHEREAS, Assignor has requested the City's consent to the assignment of the Agreement to Assignee in connection with the Transaction, and Assignee has requested to assume Assignor's obligations under the Agreement.

D. WHEREAS, as a result of such merger, Assignee succeeds to all of Assignor's rights, title, interests, duties, and obligations under the Agreement by operation of law;

E. WHEREAS, Section 19 of the Agreement requires the City's prior written consent to any assignment of the Agreement;

F. WHEREAS, City is willing to grant consent to the assignment only on the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. **Consent to Assignment:** City consents to the assignment of the Agreement from Assignor to Assignee; provided, however, that this Consent shall not impose any additional obligations on the City or otherwise affect any of the rights of the City under the Agreement.

2. **No Additional City Obligations; Reservation of Rights:** For avoidance of doubt, this Consent:

    a. does not impose any additional obligations on City,
    b. does not waive any right, remedy, defense, or claim City has or may have under the Agreement or at law, and

c. does not amend the Agreement except solely to the extent necessary to recognize Assignee as the "Contractor".

3. **Assignment and Delegation:** Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights and delegates its entire obligations under the Agreement, including without limitation, all rights, duties, and obligations arising therefrom or relating thereto.

4. **Assumption by Assignee:** Assignee hereby accepts the assignment and assumes and agrees to perform and discharge all duties, obligations, and liabilities of Assignor under the Agreement, including, without limitation, any duties, obligations, or liabilities that accrued or arose prior to, on, or after January 1, 2026, to the same extent as if Assignee were the original "Contractor" under the Agreement.

5. **No Novation; No Release of Assignor:** Nothing in this Consent shall be construed as a novation or as a release of Assignor from any duty, obligation, or liability under the Agreement that accrued or arose prior to January 1, 2026. Assignor shall remain responsible for any such obligations unless and until they are fully performed and satisfied by Assignee; provided, however, that City may, in its sole discretion, look to Assignee for performance as the successor Contractor.

6. **No Consent to Subcontracting or Further Assignment:** Except for the assignment expressly consented to herein, nothing in this Consent shall be deemed or construed as City consent to any subcontracting, delegation, or further assignment of the Agreement. City's rights under Section 19 and all other provisions of the Agreement are expressly reserved.

7. **Remittance of Payments and Notice:** City will remit payments relating to Assignor's services and/or products covered under the Agreement to Assignee at the address outlined in the Notices section.

8. **Notices:** Written notices required under the Agreement, including those pertaining to this Consent, shall be delivered by registered or certified mail, postage prepaid, email, or personally or personally served, and addressed to the following parties.

City: City of Redondo Beach
Public Works Department
531 N Gertruda Ave
Redondo Beach, CA 90277
Attention: Andrea Delap
Email: andrea.delap@redondo.org

Assignee: Badger Meter, Inc.
4545 W. Brown Deer Rd
PO Box 245036
Milwaukee, WI 53224

Attention: David Miller
Email: dmiller@badgermeter.com

All notices, including notices of address changes, provided under this Consent 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.

9. **Continuing Terms:** Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect between the parties.

10. **Authority to Execute:** Each person executing this Consent represents and warrants that they have full authority to execute this Consent on behalf of the entity for whom they are acting herein. Each Party executing on behalf of Assignor and Assignee further represent they have authority to bind their respective entities to the assignment and assumption described herein. In the event the Party for Assignor or Assignee is not duly authorized to enter into and execute this Consent, the Party shall be personally liable to City.

11. **Severability:** Should any provision of this Consent be found invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

12. **Amendment:** This Consent may be modified or amended only by a subsequent writing executed by all of the parties.

13. **Governing Law:** This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

14. **Venue:** In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

15. **Attorney's Fees:** In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 14th day of April, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

ASSIGNOR
HADRONEX, INC.,
a Delaware corporation dba SmartCover Systems

Signed by:
Bill Bergum
4155FDC81FE841F...

By: _____
Name: Bill Bergum
Title: VP - General Counsel
3/31/2026 | 9:24 AM PDT

ASSIGNEE
BADGER METER, INC.,
a Wisconsin corporation

DocuSigned by:
Kim Stoll
EABF1248D591454...

By: _____
Name: Kim Stoll
Title: Vice President - Sales & Marketing
3/31/2026 | 11:26 AM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2026

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

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

PRODUCER
Brown & Brown Insurance Services, Inc.
Dba Brown & Brown Retail Insurance Services
1200 N. Mayfair Road, Suite 100
Milwaukee, WI 53226
www.bbrown.com

CONTACT NAME: Brown & Brown Retail Insurance Services
PHONE (A/C, No, Ext): 414-443-0000 **FAX (A/C, No):**
E-MAIL ADDRESS: milcertificates@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Accident Fund Ins Co of America	10166
INSURER D : Homeland Insurance Company of New York	34452
INSURER E :	
INSURER F :	

INSURED
Badger Meter, Inc.
4545 West Brown Deer Road
Milwaukee WI 53223

COVERAGES **CERTIFICATE NUMBER:** 89784657 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	Y660 268J2023-PHX-26	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	BA 2L694073-26	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			CUP A7629887-26	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	UH WCP 100074452 04	1/1/2026	1/1/2027	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber/Tech E&O (Prof Liab)			730000051-0001	1/1/2026	1/1/2027	Limit:	5,000,000

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

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as an additional insured on the General Liability and Auto Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies to the General Liability, Auto Liability, and Workers' Compensation where required by written contract.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90276

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kristine Olson
Kristine Olson

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Employees – Supervisory Positions

D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured – Broad Form Vendors

H. Blanket Additional Insured – Controlling Interest

I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

L. Medical Payments – Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability – Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

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agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND HADRONEX, INC. DBA SMARTCOVER SYSTEMS

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Hadronex, Inc., a Delaware corporation dba SmartCover Systems ("Contractor").

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. California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as 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, 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 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Prevailing Wages. In the event that any part of this project, or the project as a whole, is a public work to which prevailing wages apply, Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

18. 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, or military and veteran status. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first

obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of November, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8F644F1...

James A. Light, Mayor

HADRONEX, INC., a Delaware corporation
dba SmartCover Systems

Signed by:
Corey Williams, CEO
846D5E25A4514AB...

By: _____
Name: Corey Williams, CEO
Title: CEO

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk
11/25/2024 | 3:46 PM PST

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

CONTRACTOR' S DUTIES
Contractor shall perform the following duties.

A. Monitoring and Alarm Notification Services. Provide monitoring and alarm notification services for the City designated wastewater monitoring devices, which shall include, but not be limited to the following services.

1. Provide all labor, equipment and materials required to operate and maintain each wastewater monitoring device. This includes but is not limited to antennas, E-boxes, power packs, distance sensing modules, and smart cover units. Replace the batteries every year, and if necessary, replace the monitoring wastewater monitoring device. Ensure that all the wastewater monitoring devices are reliable and attached to the existing manhole, and utilize the satellite system and traffic rated antennas.

2. Continuously monitor the water level for the existing manholes, pump stations and related wastewater facilities.

3. Ensure all alarms and notifications for specific pre-set conditions function at each monitoring device 24 hours a day, seven days a week.

4. Ensure the security alarms from the monitoring devices are transmitted within 15 seconds when a manhole cover is lifted at an angle greater than 30 degrees.

5. Provide SmartRain Data Service for a maximum of five City designated sites.

6. Provide SmartFLOE upgrades at any site suitable for flow monitoring, which includes sites that have adequate flow and installation capabilities.

B. Internet, Emergency and Technical Support Services. Provide City internet access, emergency notifications, and technical support.

1. Provide access to a secured website to review device system status and historical data.

2. Ensure the website displays graphical representation of water level logs, maintenance data, a map based graphical user interface showing status, alarm history, and maintenance alerts.

3. Ensure the website provides the City the ability to set up and modify emergency notification set points via the internet.

4. Ensure the website sends control commands to the devices, enabling alarm activation/deactivation, change of the alarm set point, and data exportation to a commercially available file format (including, but not limited to, pdf and excel).

C. Repairs and Relocation Services.

1. Upon City' s request, repair damage, including but not limited to vandalism, natural disaster, and theft.

2. Remove and reinstall devices at new locations as requested by the City.

EXHIBIT “B”

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence on January 1, 2025, and expire December 31, 2029. ("Term"), 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 following schedule.

	Cost per Unit				
Description of Fee	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Fee for providing all services under Sections A and B of Exhibit "A":	$1,760.22	$1,830.63	$1,903.86	$1,980.01	$2,059.21
Fee for SmartRain data service:	$113.00	$117.52	$122.22	$127.11	$132.20

B. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, Contractor's compensation shall not exceed the amounts set forth below.

Description of Fee	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Services under Sections A and B:	$82,730.34	$86,039.61	$89,481.42	$93,060.47	$96,782.87
SmartRain date service:	$339.00	$352.56	$366.66	$381.33	$396.60
Cost for equipment repairs & replacement:	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
Annual Not to Exceed Amounts	$98,069.34	$101,392.17	$104,848.08	$108,441.80	$112,179.47
Total Not to Exceed Amount					**$524,930.86**

C. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. The invoices shall include the dates of service, number of units, unit price, total price for the units, and the fee for Smart Rain data service. Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. Contractor shall submit a monthly invoice to the City by email and mail. Contractor shall provide any other back-up material upon request.

D. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that the services are completed to the City's reasonable satisfaction.

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

Contractor: Hadronex, Inc. dba SmartCover Systems
2110 Enterprise Street,
Escondido, CA 92029
Attention: Maureen Fox
Email: mfox@smartcoversystems.com

City: City of Redondo Beach
531 N Gertruda Ave
Redondo Beach, CA 90277
Attention: Rob Osborne
Email: rob.osborne@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 shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND FOSTER & FOSTER CONSULTING ACTUARIES, INC.

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Foster & Foster Consulting Actuaries, Inc., a Florida corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

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

5. Cybersecurity Requirements. Consultant shall comply with the cybersecurity requirements as outlined in Exhibit "E".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to 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 Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. 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, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the 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 Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the 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 Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that 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. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by 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 Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant’s receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the 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 Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless 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 Consultant’s performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

    a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. Cybersecurity. Consultant shall comply with the cybersecurity requirements set forth in Exhibit “E”.

17. 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.

18. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.

19. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

20. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of 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 Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the 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 Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

21. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

22. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

23. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

24. 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 Consultant.

25. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

26. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

27. Time of Essence. Time is of the essence of this Agreement.

28. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

29. 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."

30. 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.

31. 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.

32. Claims. Any claim by Consultant 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.

33. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

34. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant 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 Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

35. 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.

36. 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 Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

37. 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 14th day of April, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

FOSTER & FOSTER CONSULTING ACTUARIES, INC., a Florida corporation

Signed by:
Drew Ballard
D61502F25993484...

By: _____
Name: Drew Ballard
Title: Senior Consulting Actuary
4/2/2026 | 9:30 AM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...

_____
Diane Strickfaden, Risk Manager
4/2/2026 | 10:38 AM PDT

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. **CONSULTANT'S DUTIES**

Consultant shall perform the following duties:

A. Perform a full consulting actuarial valuation report of the City's Other Post-Employment Benefits ("OPEB") retiree healthcare plan ("Plan") for June 30, 2025.

The valuation report shall include:

1. The Plan's funding status as of June 30, 2025;
2. Actuarially determined contributions ("ADC") for fiscal years 2026/27 and 2027/28;
3. The basis for GASB 75 accounting information for fiscal years 2025/26 and 2026/27;
4. Review of funding and GASB 75 valuation reports;
5. Discussion of City's funding policy and projected contributions;
6. Historical valuation results, asset and demographic information;
7. Results provided separately by Tier 1 / Tier 2, Safety / Miscellaneous, cash / implied subsidy and medical / life insurance groups;
8. Gain and loss analysis with changes in the Actuarial Accrued Liability since the June 30, 2023 actuarial valuation;
9. Ten-year projection of City contributions and benefit payments;
10. Detailed participant statistics, including summary of the Plan and coverage elections.

B. Provide GASB 75 accounting information for fiscal years 2025/26 and 2026/27 in two separate reports. Each GASB 75 report shall include all actuarial information required under GASB 75, including notes, required supplementary information ("RSI"), supporting exhibits, calculations, and journal entries.

C. Provide the funding valuation report with actuarial certification, and prepare the California Employers' Retiree Benefit Trust ("CERBT") valuation packet required by CalPERS.

D. Meet with the City and its auditors if requested by the City, via video conference to review the Plan provisions, census data, actuarial methods and assumptions, and valuation results of each report.

E. Request and utilize additional data as reasonably necessary based on Consultant's review of the Plan design.

F. Not retain any files containing Social Security numbers. If such data is received, delete such files and request revised files.

G. Complete the June 30, 2025 actuarial valuation within eight to ten weeks after receipt of the information described in Section II of this Exhibit "A"; provided, however, the City has replied to Consultant's questions after its initial review of the data provided.

H. Complete FY2025/26 GASB 75 report by September 2026; based on the June 30, 2025 valuation, provided the City has submitted year-end information.

I. Complete FY2026/27 GASB 75 report by September 2027; based on the June 30, 2025 actuarial valuation rolled forward to June 30, 2026 measurement date, provided the City has submitted year-end information.

J. **Data Security and Privacy Compliance**

1. Implement and maintain robust data security measures to protect sensitive and personal data received during the course of this project. These measures shall comply with industry best practices and applicable laws and regulations.
2. Ensure full compliance with all relevant data protection laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), General Data Protection Regulation ("GDPR"), and any local privacy laws applicable to the handling of employee data.
3. In the event of a data breach or unauthorized access to sensitive data, Consultant shall promptly notify the City and cooperate fully in the investigation and mitigation of the breach. Immediate steps shall be taken to secure the data and prevent any further breach.
4. Upon the expiration or termination of this Agreement, Consultant must either return all sensitive data to the City or ensure its secure destruction. Consultant must provide a certificate of data destruction or return, as applicable.

II. **CITY'S DUTIES**

City will perform the following duties.

A. Provide a written summary of the City's OPEB plan provisions, including a description of the City's contributions for any active and retired employees, and any changes since the June 30, 2023 valuation.

B. Provide copies of the most recent Memorandum of Understandings (MOUs) for the City's employee bargaining and unrepresented groups, provided that information is not available on the City's website.

C. Provide the City's August 2025 CalPERS Public Employees' Medical and Hospital Care Act ("PEMHCA") monthly employer billing roster, including detailed participant listing (actives and retirees), excluding social security numbers.

D. Provide updated life insurance premiums rates for active employees and retirees for 2025 and 2026, if available.

E. Provide the City's most current CalPERS PEMHCA resolution(s), if revised since June 30, 2023.

F. Provide the two-party HMO Fire and Teamsters cap amounts for 2025 and 2026.

G. Provide the June 30, 2025 CalPERS OPEB Data Extract for active and retired participants in Excel format, with one record per participant, completely and accurately supplemented with the following additional information in separate columns:

1. Active Data: CalPERS pension plan tier (2% @ 55, 2% @ 60, 2% @ 62, 3% @ 50, 3% @ 55, 2.7% @ 57, etc.), bargaining unit or employee group, indicator of OPEB eligibility, and estimated annualized PERSable compensation.

2. Retiree Data: Portion of premium paid by the City outside of PEMHCA, life insurance coverage amounts and premium paid for retirees and their spouses, indicator of whether the City pays the spouse portion for the retiree, bargaining unit or employee group, vesting percentages, and identification of all Limited Early Retirement Incentive Benefit recipients and the associated cap for 2025.

3. Under no circumstances, shall the City provide Social Security numbers in any data submitted to the Consultant.

H. At the City's discretion, provide such additional information as reasonably requested by Consultant based on its review of the City's retiree medical plan design.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on April 15, 2026 and shall continue through December 31, 2027 unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

I. **AMOUNT.** Consultant shall be paid in accordance with the table set for below.

Project	**Fees**
Funding actuarial valuation report and meeting June 30, 2025 funding status	$18,500
FY 2025/26 GASB 75 Report	$2,750
FY 2026/27 GASB 75 Report (Roll-Forward)	$2,750
TOTAL	**$24,000**

In the event the City requests any work outside the scope of work described in Exhibit "A", Consultant shall be paid in accordance with the following hourly rate schedule.

Position	**Hourly Rates**
Senior Consulting Actuary	$450
Consulting Actuary	$400
Senior Actuarial Analyst	$325
Actuarial Analyst	$275

II. **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 additional reporting, data analysis, meetings or assistance with GASB 75 footnotes requested by the City that are not included in the scope of services, Consultant shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Finance Director, the Consultant 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 Consultant beyond $26,000.

III. **METHOD OF PAYMENT**. Consultant shall submit an invoice upon completion of each report required under Section I.A, I.H, and I.I of Exhibit "A". Each invoice shall indicate:

A. Dates of service;
B. Description of services performed (identifying the applicable report);
C. The applicable fixed fee amount;
D. Total amount due;
E. If applicable:
    1. Staff classification/title;

2. Hourly rate;
3. Number of hours worked;
4. Corresponding amount;
5. Total due
6. The cost of City preapproved subcontractors plus markup, and any reimbursable expenses.

Invoices must be itemized, adequately detailed, 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. Consultant may be required to provide backup material upon request.

IV. **SCHEDULE FOR PAYMENT.** The City will make full payment within 45 days after its receipt of each invoice, provided that the services are completed to the City's reasonable satisfaction. Notwithstanding the foregoing, 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.

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

Consultant:	Foster & Foster Consulting Actuaries, Inc. 2181 Greenwich St. San Francisco, CA 94123 Attention: Drew Ballard, Senior Consulting Actuary Email: Drew.Ballard@foster-foster.com
City:	City of Redondo Beach Financial Services Department 415 Diamond St, Door 1 Redondo Beach, CA 90277 Attention: Stephanie Meyer, Finance Director Email: Stephanie.Meyer@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no “bounce-back” or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Cyber Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit 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.

Cyber Liability Insurance: $5,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks

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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies 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 Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The 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 Consultant.

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

EXHIBIT “E”

CYBERSECURITY PROVISIONS

A. **DEFINITION OF "CITY CONFIDENTIAL INFORMATION"**
For the purposes of this Agreement, "City Confidential Information" shall include, but not be limited to, all non-public information that is designated as confidential by the City, including but not limited to:

1. Personally Identifiable Information (“PII”) as defined under applicable state and federal law;

2. Protected Health Information (“PHI”) as defined under the Health Insurance Portability and Accountability Act (“HIPAA”);

3. Payment Card Information as defined under the Payment Card Industry Data Security Standard (“PCI-DSS”);

4. Law enforcement-sensitive information including but not limited to data collected or generated by the City Police Department;

5. Trade secrets and proprietary information, including but not limited to intellectual property, designs, processes, or strategies;

6. Financial data such as budgets, tax records, or other fiscal documents;

7. Any other information that, due to its nature or the circumstances of its disclosure, a reasonable person would understand to be confidential or proprietary.

City Confidential Information shall not include information that: a) is or becomes publicly available through no breach of this Agreement; b) is obtained from a third party lawfully in possession of such information and not under any duty to the City to maintain its confidentiality; c) is independently developed by the Consultant without reference to City Confidential Information.

B. **COMPLIANCE WITH DATA PROTECTION LAWS**
Consultant shall comply with all applicable federal, state, and local laws and regulations relating to data privacy and cybersecurity, including but not limited to the California Consumer Privacy Act (“CCPA”), the California Privacy Rights Act (“CPRA”), HIPAA, SB 1386, and the PCI-DSS where credit cards are involved, and any other applicable privacy or security laws.

C. **DATA SECURITY MEASURES**

Consultant shall implement and maintain appropriate technical and organizational security measures to protect any City Confidential Information from unauthorized access, disclosure, alteration, destruction, or loss. At a minimum, these measures shall include:

1. Encryption. All City Confidential Information, including City Confidential Information, must be encrypted in transit and at rest using industry-standard encryption protocols, such as TLS 1.3, AES-256, or better.

2. Access Controls. Consultant shall implement strict access control measures, including multi-factor authentication ("MFA"), role-based access controls ("RBAC"), and the principle of least privilege, ensuring that only authorized personnel have access to City Confidential Information.

3. Secure Data Storage. Consultant shall ensure that City Confidential Information is stored in secure data centers that comply with industry-recognized security standards, such as SOC 2, ISO 27001, or equivalent.

4. Network Security. Consultant shall maintain up-to-date firewalls, intrusion detection and prevention systems ("IDPS"), anti-virus software, and other security tools to safeguard City Confidential Information from external and internal cyber threats.

5. Personnel Security. Consultant shall implement personnel security measures, including conducting background checks for employees with access to City Confidential Information. In addition, the Consultant shall ensure all employees handling City Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover topics such as data privacy laws, phishing prevention, secure data handling, and incident reporting procedures.

6. Alignment with Standards and Audits. All security measures shall align with the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) or an equivalent framework (e.g., ISO 27001 or SOC 2 Type 2). Consultant shall conduct annual third-party audits of its cybersecurity practices and provide the City with certified reports, including any findings related to City Confidential Information. Audits shall cover compliance with CCPA/CPRA requirements, including any amendments on data minimization and location data handling.

D. **INCIDENT RESPONSE AND DATA BREACH NOTIFICATION**

Consultant shall maintain a comprehensive incident response plan to address potential cybersecurity incidents, including but not limited to data breaches,

malware infections, and unauthorized access to City data. In the event of any security breach or unauthorized access involving City data, Consultant agrees to:

1. Immediate Notification. Notify the City in writing within 24 hours of discovering any actual or suspected security incident involving City data.
2. Investigation and Remediation. Investigate the breach, take all necessary steps to contain and mitigate its impact, and provide a full written report to the City detailing the breach's nature, the data involved, and the corrective actions taken.
3. Cooperation. Fully cooperate with the City and any regulatory authorities in any investigation or legal actions relating to the breach, including providing access to any relevant security logs, audit trails, or other information.

E. **DATA BACKUP AND DISASTER RECOVERY**

Consultant shall implement a robust data backup and disaster recovery plan. Consultant shall ensure that all City Confidential Information is backed up regularly to secure offsite locations with sufficient geographic redundancy. Consultant shall ensure that in the event of a disaster or significant system failure, all City Confidential Information can be restored to its original state within a reasonable timeframe agreed upon with the City.

F. **DATA RETENTION AND SECURE DISPOSAL**

Consultant shall retain City Confidential Information for the duration of this Agreement. However, upon termination or expiration of the Agreement, or upon the City's request, Consultant shall:

1. Return or Destroy Data. Promptly return all City Confidential Information in a format specified by the City or securely destroy the data and provide a written certification of destruction within thirty (30) days of the City's request.

2. Secure Disposal. Ensure that any media, devices, or documents containing City Confidential Information are disposed of in a manner that ensures the data is rendered irrecoverable, using methods such as secure shredding or certified electronic data destruction. For Police Department data, Consultant shall utilize Department of Defense ("DOD") certified destruction processes to ensure the complete and secure disposal of all confidential law enforcement-related information.

3. Post-Termination Access Limitations. Notwithstanding any provision in the Agreement, access to City Confidential Information after termination or expiration for purposes of calculating compensation under Exhibit "C" shall be restricted to aggregated or de-identified data only, where feasible, and shall expire six (6) months following termination or expiration, unless extended by mutual written agreement. Upon expiration of this access period, Consultant

shall immediately destroy all such data pursuant to subsections (1) and (2) above, and provide certification thereof.

G. **SUBCONTRACTORS AND THIRD-PARTY PROVIDERS**
If Consultant uses any subcontractors or third-party providers to assist in the performance of services under this Agreement, Consultant shall ensure that such subcontractors or providers comply with the same cybersecurity requirements outlined in this Agreement. This includes, but is not limited to:

1. Compliance with Cybersecurity Measures. Subcontractor and third-party providers must implement and maintain the same security measures as set forth in Section C of this Exhibit "E", including without limitation, encryption, access controls, secure data storage, and network security.

2. Personnel Security Training.
Consultant shall ensure that all subcontractors, third-party providers, and any other personnel involved in handling City Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover the topics outlined in Section C of this Exhibit "E".

3. Audit Rights.

   The City reserves the right to audit any subcontractor's or third-party provider's compliance with this Exhibit "E" upon reasonable notice (at least 10 business days), at the City's expense unless non-compliance is identified (in which case Consultant shall reimburse costs). Such audits may include review of security logs, training records, and data handling practices.

Consultant shall be fully responsible for any acts, omissions, or security breaches caused by its subcontractors or third-party providers, including but not limited to, their failure to comply with the cybersecurity requirements or training obligations set forth in this Exhibit "E".

H. **NOTIFICATION OF CHANGES IN SECURITY CERTIFICATIONS**
Consultant shall immediately notify the City of any changes, lapses, or expirations in cybersecurity certifications (e.g., FEDRAMP, SOC 2 Type 2, etc.) that were in effect at the time of the Agreement execution.

I. **INDEMNIFICATION FOR CYBERSECURITY BREACH**
For the avoidance of doubt, and without limiting the scope of the indemnification obligations under Section 14 of this Agreement, Consultant acknowledges that its indemnification obligations include any and all claims, damages, losses, liabilities, fines, penalties, or expenses, including reasonable attorneys' fees, arising out of or related to any cybersecurity incident or data breach involving City Confidential Information, to the extent such incident or breach is caused by

the Consultant's or its subcontractors' negligence, intentional misconduct, or failure to comply with the cybersecurity requirements set forth herein.

FOSTE-2 OP ID: JV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2026

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

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

PRODUCER Atkinson & Assoc. Insurance 1537 Brantley Rd, Bldg C Fort Myers, FL 33907 Paul G. Atkinson A009536 239-437-5555	CONTACT NAME: Paul G Atkinson PHONE (A/C, No, Ext): 239-437-5555 FAX (A/C, No): 239-689-3826 E-MAIL ADDRESS: patkinson@atkinsoninsurance.com
INSURED Foster and Foster Consulting Actuaries, Inc. dba Foster & Foster, Inc. 13420 Parker Commons Blvd #104 Fort Myers, FL 33912	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Company — 25666 INSURER B : of America — INSURER C : Indian Harbor Insurance Co — 36940 INSURER D : Travelers Excess & SL Co — 29696 INSURER E : Evanston Insurance Company — 35378 INSURER F : Atlantic Specialty Lines, Inc. —

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y		3AA964878	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000 $ 100,000
D	X CYBER LIABILITY			CYB10790987802 $10K DED	01/01/2026	01/01/2027	MED EXP (Any one person)	$ 5,000
F	X CRIME- $1,000,000			MML0094770126 $10K DED	01/01/2026	01/01/2027	PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CYB-EA CL	$ Excluded $ 2,000,000 $ Excluded $ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:							
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		BA-9T746362-26-42-G	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EZXS3227716	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N X N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y		UB-8J390688-26-42-E NO DEDUCTIBLE	01/01/2026	01/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROF LIAB E&O			MPP 9037522 07 $250K DED	01/01/2026	01/01/2027	PL-EA CLM PL-AGGREG	5,000,000 5,000,000

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

The City of Renondo Beach, its officers, elected and appointed officials, employees and volunteers shall be listed as an additional insured with respects to the general liability and auto liability and is primary. 30 Day notice of cancellation.

CERTIFICATE HOLDER

City of Redondo Beach
Financial Services Department
415 Diamond Street
Door 1
Redondo Beach, CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paul G Atkinson

ACORD 25 (2016/03)

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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
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.

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium:	$719 (Check box if fully earned ☐)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

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

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8J390688-26-42-E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ACTUARIAL CONSULTANTS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 12-22-25 **ST ASSIGN:**

FIRST AMENDMENT TO AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND COMMERCIAL BUILDING MANAGEMENT, (CBM) INCORPORATED

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES (this "First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Commercial Building Management, (CBM) Incorporated, a California corporation ("Contractor").

The following recitals are a substantive part of this First Amendment:

WHEREAS, the parties entered into an Agreement for Project Services ("Agreement") dated August 5, 2025 whereby the Consultant agreed to provide janitorial services for City facilities; and

WHEREAS, Contractor's name was mistakenly stated as Commercial Building Management, Inc. when the correct registered name of Contractor is Commercial Building Management, (CBM) Incorporated; and

WHEREAS, the parties desire to correct this typographical error in the Agreement.

NOW THEREFORE, the parties hereby agree to make the following amendment to the Agreement:

1. **The name of Contractor shall be amended to reflect the correct registered name of:** COMMERCIAL BUILDING MANAGEMENT, (CBM) INCORPORATED in the Agreement.

2. **NO OTHER AMENDMENTS**. Except as expressly stated in this First Amendment, 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 agreement with respect to the subject matter hereof.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 14th day of April, 2026.

CITY OF REDONDO BEACH,

a chartered municipal corporation

_____

James A. Light, Mayor

COMMERCIAL BUILDING MANAGEMENT, (CBM) INCORPORATED,
a California corporation

Signed by:
2CB73A6F6ACE4BF...

By: _____

Name: Jesus Velasco

Title: PRESIDENT

4/8/2026 | 6:58 AM PDT

ATTEST:

_____

Eleanor Manzano, City Clerk

APPROVED:

_____

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____

Joy A. Ford, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2025

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Commercial Building Management, Cbm. Incorporated 11087 Arlington Ave Riverside CA 925052101	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** NorGUARD Insurance Company 31470 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4423991 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	COWC609218	05/16/2025	05/16/2026	☒ PER STATUTE ☐ 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

CITY OF REDONDO BEACH
415 DIAMOND STREET

Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2026

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

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

PRODUCER	CONTACT NAME: Progressive Advantage Business Program
Progressive Advantage Business Program PO Box 5316 Binghamton NY 13902	PHONE (A/C, No, Ext): (844) 306-4926 FAX (A/C, No):
	E-MAIL ADDRESS: commercialservice@homesite.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midvale Indemnity Company	27138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
COMMERCIAL BUILDING MANAGEMENT, CBM INC.
9825 Magnolia Ave Suite B
Riverside CA 92503

COVERAGES CERTIFICATE NUMBER: 00002508776579 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y	N	CP00086313	09/16/2025	09/16/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY(Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED [ ] RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECU-TIVE OFFICER/MEMBER EXCLUDED? [ ]						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE - EA	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF REDONDO BEACH PUBLIC WORKS DEPARTMENT 531 N. GERTRUDA AVENUE 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 Lauren K. Powell

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Redondo Beach Public Works Department
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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GENERAL LIABILITY ENDORSEMENT
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

POLICY INFORMATION

Insurance Company PROGRESSIVE ADVANTAGE BUSINESS Policy Number CP000816313

Policy Term (From) 09-16-2025 (To) 09-16-2026 Endorsement Effective Date 09-16-2025

Named Insured COMMERCIAL BUILDING MANAGEMENT CBM. INCORPORATED

Address of Named Insured 9825 MAGNOLIA AVE, SUITE B. RIVERSIDE CA 92503.

Limit of Liability any One Occurrence/Aggregate 1,000,000 / 2,000,000

General Liability Aggregate Applies Separately to This Project/Location: Yes — No ____

Deductible or Self-Insured Retention (None unless otherwise specified): ____

Coverage is equivalent to Commercial General Liability occurrence form CG 0001: Yes — No ____

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by *certified mail return receipt* requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

PROGRESSIVE ADVANTAGE BUSINESS PROGRAM
(Name/Department)

MIDVALE INDEMNITY COMPANY
(Company)

PO BOX 5316
(Address)

BINGHAMTON, NY 13902
(City/State/Zip)

(844) 306-4926
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, FRANCES SCHMIDT (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Signature - Authorized Representative / Title

MIDVALE INDEMNITY COMPANY
Organization

PO BOX 5316 BINGHAMTON, NY 13902 (844)306-4926
Address/Telephone

4-9-2026
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2025

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).

PRODUCER
CITY BEST INSURANCE
1630 E 4th Street
Suite D
Ontario CA 91764

CONTACT NAME: ZEE AWWAD
PHONE (A/C, No, Ext): 909-984-4140 FAX (A/C, No): 909-460-7401
E-MAIL ADDRESS: ZAWWAD@CITYBESTINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mercury INS COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
COMMERCIAL BUILDING MANAGEMENT, CBM. INC
9825 MAGNOLIA AVE STE B
RIVERSIDE CA 92503

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY ✓ PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			BA040000094245	06/27/2025	06/27/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ✓ SCHEDULED AUTOS	Y					BODILY INJURY (Per accident)	$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	COMMERCIAL AUTO						Uninsured Motorists Bodily Injury	$ 1,000,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] N/A	Y					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

POLICY INFORMATION

Insurance Company City Best Insurance SVC. INC. Policy Number BA0400009424 5

Policy Term (From) 06/27/2025 (To) 06/27/2026 Endorsement Effective Date _____

Named Insured Commercial Building Management CBM

Address of Named Insured 9825 Magnolia Ave suite B Riverside ca 92503

Limit of Liability any One Occurrence/Aggregate $ 1000000 / _____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025:

Yes ✓ No ___

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

City Best Insurance SVC INC
(Name/Department)

Mercury Insurance Companie
(Company)

P.O. Box 10730
(Address)

Santa Ana Ca 92711
(City/State/Zip)

(800) 503-3724
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, Zac Award (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Zac Award
Signature - Authorized Representative / Title

City Best Insurance SVC INC
Organization

1630 E 4th st Suite D Ontario CA 91764 909) 984-4140
Address/Telephone

07/23/2025
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2025

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Commercial Building Management, Cbm. Incorporated 11087 Arlington Ave Riverside CA 925052101	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** NorGUARD Insurance Company — 31470 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4423991 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	COWC609218	05/16/2025	05/16/2026	☒ PER STATUTE ☐ 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

CITY OF REDONDO BEACH
415 DIAMOND STREET

Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Administrative Report

H.6., **File #** 26-0301 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE FUNDING AGREEMENT #9200000000M460115 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY IN THE AMOUNT OF $4,000,000 FOR THE RIVIERA VILLAGE PEDESTRIAN AND MULTI-MODAL ENHANCEMENTS PROJECT FOR PRELIMINARY ENGINEERING, ENVIRONMENTAL REVIEW, AND PROJECT DESIGN

EXECUTIVE SUMMARY

The Los Angeles County Metropolitan Transportation Authority (Metro) Board approved $4,000,000 of Regional Measure M funding for the preparation of Project Approval and Environmental Documentation (PAED) and Plans, Specifications, and Estimates (PS&E) for the Riviera Village Pedestrian and Multi-Modal Enhancements Project.

The Riviera Village Pedestrian and Multi-Modal Enhancements Project (Project) is part of the South Bay Subregion Measure M Multi-Year Subregional Program. The Project proposes to upgrade pedestrian and bicycle infrastructure, improve walkability and access to the area, and accommodate Complete Streets design elements ALONG South Catalina Avenue through the Riviera Village. It anticipates that modifications to parallel parking and other curb space uses on Catalina Avenue will provide an opportunity to widen sidewalks to enhance walkability and create bicycle lanes. A parking analysis is also included, in order to develop new parking alternatives to offset the loss of parking if/where it occurs, including the potential for structured parking bellow the Riviera Village triangle lot.

Approval of the Funding Agreement will enable completion of the conceptual design, environmental studies, regulatory approval and final design document stages of the project to proceed with the intent to enhance the Riviera Village and the surrounding area. Once the final project scope is better understood and engineering estimates for implementation are available, staff will pursue additional Measure M grant funding for the construction phase of the project.

BACKGROUND

Measure M is a one-half cent sales tax approved by the Los Angeles County voters in November 2016 to meet the transportation, highway, and transit needs of Los Angeles County. On September 28, 2023, the Metro Board programmed $4,000,000 in Measure M funds to the City for the PAED and PS&E phases of the Riviera Village Pedestrian and Multi-Model Enhancements Project.

The purpose of the Project is to construct street and drainage improvements on Catalina Avenue

from Avenue I to Palos Verdes Boulevard and incorporate Living Street Design principles and traffic calming elements to improve the street usability and experience for its users. The design process will consider sidewalk widening to improve safety, accessibility and mobility, public amenities, improvements to roadways and intersections, Class II or Class IV bike facilities, or, potentially, a shared space concept with curb-less streets and roadway widths that encourage equal motor and bicycle speeds, signing and striping, pedestrian crossing enhancements, potential roundabouts, drainage/infiltration improvements, and modifications to catch basins. These improvements will likely impact existing parking, so the early design alternatives will also consider options to maintain parking capacity in the vicinity. The Funding Agreement lists a design completion date of December 2028, and staff anticipates presenting conceptual alternatives to the Council for consideration in Spring 2027.

COORDINATION

The Funding Agreement has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The total allocation of Regional Measure M Funds to the City of Redondo Beach for the PAED and PS&E phases of the Project is $4,000,000. The funding does not require a local match. Funds will be paid to the City on a cost-reimbursement basis and are appropriated in Capital Project, Job Account No. 41470.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Measure M Funding Agreement #9200000000M460115
- Project Map

MEASURE M FUNDING AGREEMENT
MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of February 4, 2026 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Redondo Beach ("GRANTEE") for Riviera Village Pedestrian and Multi-Modal Enhancements, LACMTA Project ID# MM4601.15 (the "Project"). This Project is eligible for funding under Line 50 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Project Development, Project Approval/Environmental Document (PAED), and Plans, Specifications and Estimates (PS&E).

WHEREAS, the LACMTA Board, at its September 28, 2023 meeting, programmed $4,000,000, in Measure M Funds to GRANTEE for PAED and PS&E, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $1,500,000 in Measure M Funds in Fiscal Years FY 2024-25; $2,000,000 FY 2025-26; and $500,000 FY 2026-27. The total designated for PAED and PS&E of the Riviera Village Pedestrian and Multi-Modal Enhancements is **$4,000,000**.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Bond Requirements
10. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

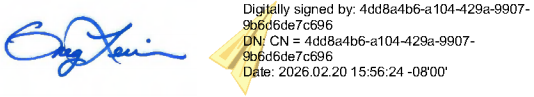
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel



By: _____ Date: _____
Deputy

GRANTEE:

City of Redondo Beach

By: _____ Date: _____
James A. Light
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Joy A. Ford
City Attorney

ATTEST:

By: _____ Date: _____
Eleanor Manzano, City Clerk

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Riviera Village Pedestrian and Multi-Modal Enhancements – Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E) of the Project. LACMTA Project ID# MM4601.15.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of Measure M Funds.

2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $4,000,000 (the "Funds") for the Project. LACMTA Board of Directors' action of September 28, 2023 granted the Measure M Funds for the Project. The Funds are programmed over three years for Fiscal Years FY 2024-25, FY 2025-26, and FY 2026-27.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five **5%** of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment E** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

10. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment F**, if any.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the

terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Annie Chou
LACMTA Project Manager
Mail Stop: 99-23-3
Phone: (213) 418-3453
Email: choua@metro.net

13. GRANTEE's Address:

City of Redondo Beach
415 Diamond St., Door 2
Redondo Beach, CA 90277
Lauren Sablan, City Engineer
Phone: 310.697.3214
Email: lauren.sablan@redondo.org

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MM4601.15 and FA# 9200000000M460115
Annie Chou; Mail Stop 99-23-3

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with

the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and

(iv) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(v) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028. All Funds programmed for FY 2026-27 are subject to lapse by June 30, 2029.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.5 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations,

and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.6 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.7 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.8 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.9 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.10 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.11 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING

Measure M MSP - TS & MIP (Line 50) Program - Funding Agreement Project - FA#: 9200000000M460115

Project Title: Riviera Village Pedestrian and Multi-modal Enhancements Project ID#: MM4601.15

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS		$ 1,500,000	$ 2,000,000	$ 500,000			$ 4,000,000	
SUM PROG LACMTA FUNDS	$ -	$ 1,500,000	$ 2,000,000	$ 500,000	$ -	$ -	$ 4,000,000	100%
OTHER NON LACMTA FUNDING:								
LOCAL:							$ -	0%
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0
TOTAL PROJECT FUNDS	$ -	$ 1,500,000	$ 2,000,000	$ 500,000	$ -	$ -	$ 4,000,000	100%

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - TS&MIP Program (Line 50) - Funding Agreement Projects - FA#: 9200000000M460115
Project Title: Rivera Village Pedestrian and Multi-modal Enhancements Project ID#: MM4601.15

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev			$250,000	$300,000	$300,000	$150,000			$1,000,000
Environmental									$0
Design and PS&E					$150,000	$150,000	$250,000	$250,000	$800,000
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$0**	**$0**	**$250,000**	**$300,000**	**$450,000**	**$300,000**	**$250,000**	**$250,000**	**$1,800,000**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$250,000**	**$300,000**	**$450,000**	**$300,000**	**$250,000**	**$250,000**	**$1,800,000**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									$0
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									**$0**
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2025-26 and FY2026-27	**$0**	**$0**	**$250,000**	**$300,000**	**$450,000**	**$300,000**	**$250,000**	**$250,000**	**$1,800,000**

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - TS&MIP Program (Line 50) - Funding Agreement Projects - FA#: 9200000000M460115
Project Title: Rivera Village Pedestrian and Multi-modal Enhancements Project ID#: MM4601.15

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY2027-28 Qtr 1	FY2027-28 Qtr 2	FY2027-28 Qtr 3	FY2027-28 Qtr 4	FY2028-29 Qtr 1	FY2028-29 Qtr 2	FY2028-29 Qtr 3	FY2028-29 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E	$400,000	$400,000	$400,000	$350,000	$350,000	$300,000			$2,200,000
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$400,000**	**$400,000**	**$400,000**	**$350,000**	**$350,000**	**$300,000**	**$0**	**$0**	**$2,200,000**
SUM PROG LACMTA FUNDS:	**$400,000**	**$400,000**	**$400,000**	**$350,000**	**$350,000**	**$300,000**	**$0**	**$0**	**$2,200,000**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2027-28 and FY2028-29	**$400,000**	**$400,000**	**$400,000**	**$350,000**	**$350,000**	**$300,000**	**$0**	**$0**	**$2,200,000**
TOTAL LACMTA FUNDS	**$400,000**	**$400,000**	**$650,000**	**$650,000**	**$800,000**	**$600,000**	**$250,000**	**$250,000**	**$4,000,000**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL PROJECT FUNDING	**$400,000**	**$400,000**	**$650,000**	**$650,000**	**$800,000**	**$600,000**	**$250,000**	**$250,000**	**$4,000,000**

ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME: Riviera Village Pedestrian and Multi-modal Enhancements

PROJECT LOCATION/LIMITS/AREA:

The project is located in the Riviera Village in the City of Redondo Beach in the South Bay area.

This project limits are Avenue I from Esplanade to Pacific Coast Highway to the north, Esplanade from Avenue I to Vista Del Mar and Vista Del Mar from Esplanade to Catalina Avenue to the west, Palos Verdes from PCH to Catalina Avenue to the east, and Catalina Avenue from Avenue I to Palos Verdes Boulevard to the south.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The purpose of this project is to construct street and drainage improvements on Catalina Avenue from Avenue I to Palos Verdes Boulevard and incorporate Living Street Design principles and traffic calming elements to improve the street usability and experience for its users. A goal of the project is to create a distinct sense of place in the Riviera Village and surrounding area. The project will include, but are not limited to, sidewalk widening to improve safety, accessibility and mobility, public amenities, improvements to roadways and intersections, Class II or Class IV bike facilities or potentially a shared space concept with curb-less streets and roadway widths that encourage equal motor and bicycle speeds, signing and striping, pedestrian crossing enhancements, potential roundabouts, drainage/infiltration improvements, and modifications to catch basins.

It is anticipated converting angled parking to parallel parking and other curb space uses on Catalina Avenue will provide the opportunity to widen sidewalks to enhance walkability and create dedicated bicycle lanes or the shared space concept. An environmental study with detailed parking analysis to offset loss of parking in order to accommodate complete streets design, improve parking turnover/efficiency, and maintain coastal access from this concept is anticipated as the area is within the California Coastal Commission (CCC) Coastal Zone. The study and proposed design will consider potential offset parking to adjacent streets and through alternative solutions and active transportation elements, such as additional bicycle and pedestrian improvements on neighboring streets and will obtain CCC approval for the preferred concept design.

Other project features and goals include:

- Improve access and accessibility through curb ramp, sidewalk level slow-street street design, and other pedestrian-friendly upgrades to the Riviera Village (RV) and surrounding area
- Enhance the identify and increase the attractiveness of RV to all users
- Create a more vibrant, safer area for business community, residents, and visitors
- Implement bollards or similar vertical protection elements for road closures for special events (i.e. RV Farmers Market)
- Include new public amenities, such as bike racks, shade, seating, water dispensers, etc. to encourage active transportation, complete streets, and community activity
- Include a unified streetscape design language and suggested design guidelines for outdoor amenities and retail/restaurant uses
- Widen sidewalks for improved pedestrian access and other permitted business uses
- Develop environmental study for environmental clearance
    - Review hydrologic study. Implement drainage improvements for sidewalk level street design. Improve area drainage by installing additional catch basins and/or implementing green street elements such as dry wells, porous pavement, pervious concrete, or other storm water management technologies. At a minimum, design should include one additional catch basin or stormwater capture device and pipe connections on the south side of Catalina Avenue near S. Elena Ave
    - Include parking demand analysis to evaluate the removal of angled parking and offset of spaces to adjacent roadways and include alternative solutions and active transportation elements on said streets, such as additional bicycle and pedestrian improvements. Removal of 4-hr angled parking along Catalina Avenue will accommodate higher turnover and more valuable use of space for businesses, such as freight and passenger loading, ADA parking, 30 minutes to 2 hour parking. The project will convert the angled parking areas to additional sidewalk width to accommodate the same number of visitors with the reduced number of parking spaces
    - Include a curb space utilization analysis in collaboration with area businesses to determine optimal uses for curb space throughout the day to support complete streets and a walkable/bikeable environment, such as short-term parking, passenger loading, commercial loading, and/or sidewalk amenities (seating, shade, bicycle racks, wayfinding, etc.). Existing parking includes 4-hour angled parking. Proposed improvements include ADA parking to code at corners, passenger and freight loading, 30 minute parking, and 1-2 hour parking along Catalina Avenue. On side streets and within the Riviera triangle parking lot, a mixture of commercial loading, 30 minute, and 1-4 hour parking. Approximately 15% of the frontage are proposed for seating, bicycle racks, traffic calming tree chicanes, crosswalks, lighting, and bollards.
- Construct roundabouts on Catalina Avenue at Vista Del Mar and at Avenue I
- Maximize opportunities for trees, landscaping, pollinator species, etc. within the widened sidewalk areas

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
PAED	$1,000,000	-	$1,000,000
PS&E	$3,000,000		$3,000,000
TOTAL BUDGET COST	**$4,000,000**	**-**	**$4,000,000**

ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Pre-planning and Conceptual Design				$250,000
Develop Environmental Documentation and technical studies				$500,000
Stakeholder Meetings and Utility Coordination				$500,000
60% PS&E				$750,000
90% PS&E				$750,000
100%PS&E				$750,000
Final PS&E*				$750,000
GRAND TOTAL				**$4,000,000**

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
Concept Approval	February 2026	April 2026	3
Start of Environmental Documentation	May 2026	June 2026	2
Public Outreach and Meetings	July 2026	August 2026	2
Draft Environmental Document	September 2026	January 2027	5
Final Environmental Document	February 2027	June 2027	5
Design & PS&E*	July 2027	December 2028	18

*City to provide Metro with a copy of the Final Design report when it is available.

PROJECT MAP:

AVENUE H
AVENUE I
RIVIERA VILLAGE WAY
S PACIFIC COAST HWY
Riviera Village
AVENIDA DEL NORTE
VISTA DEL MAR
PALOS VERDES BLVD
Beach
ESPLANADE
S CATALINA AVE
Riviera Village Lot
VIA EL PRADO
S ELENA AVE
VIA VALENCIA
CAMINO DE LA COSTA
VISTA DEL MAR
CAMINO DE LAS COLINAS
REDONDO BEACH
TORRANCE
Lot 1
VIA MONTE D'ORO
Riviera Park
PASEO DE LAS DELICIAS
PASEO DE LA PLAYA
PASEO DE LA CONCHA
CALLE MIRAMAR
VIA LA CIRCULA
VIA LINDA

FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D2) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-2

QUARTERLY PROGRESS/EXPENDITURE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M460115
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure M MSP Grant $
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount (5%)	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: Riviera Village Pedestrian and Multi-Modal Enhancements

FA #: 9200000000M460115

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2018-19 ☐ 2019-20 ☐ 2020-21
☐ 2021-22 ☐ 2022-23 ☐ 2023-24

Quarter :

☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED:

Measure M Multi-Year Subregional Program Type: **Riviera Village Pedestrian and Multi-Modal Enhancements**

LACMTA Project Manager	Name:	Annie Chou
	Phone Number:	213.418.3452
	E-mail:	choua@metro.net

Grantee Contact / Project Manager	Contact Name:	Lauren Sablan
	Job Title:	City Engineer
	Department:	Public Works
	City / Agency:	City of Redondo Beach
	Mailing Address:	415 Diamond St., Door 2 Redondo Beach, CA 90277
	Phone Number:	310.697.3214
	E-mail:	lauren.sablan@redondo.org

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule
☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

6. UPCOMING QUARTERLY TASKS / MILESTONES

List tasks or milestones expected to be accomplished next quarter.

7. PLAN EXPENDITURES

Provide expected expenditures (estimated) for next quarter.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #	Invoice Reference Pg(s)	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
#				
#				
#				
#				
	TOTAL			$ -

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf.
Written exception requests for Check Payments should be completed and emailed to Accounts Payable at ACCOUNTSPAYABLE@METRO.NET.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____
Signature *Date*

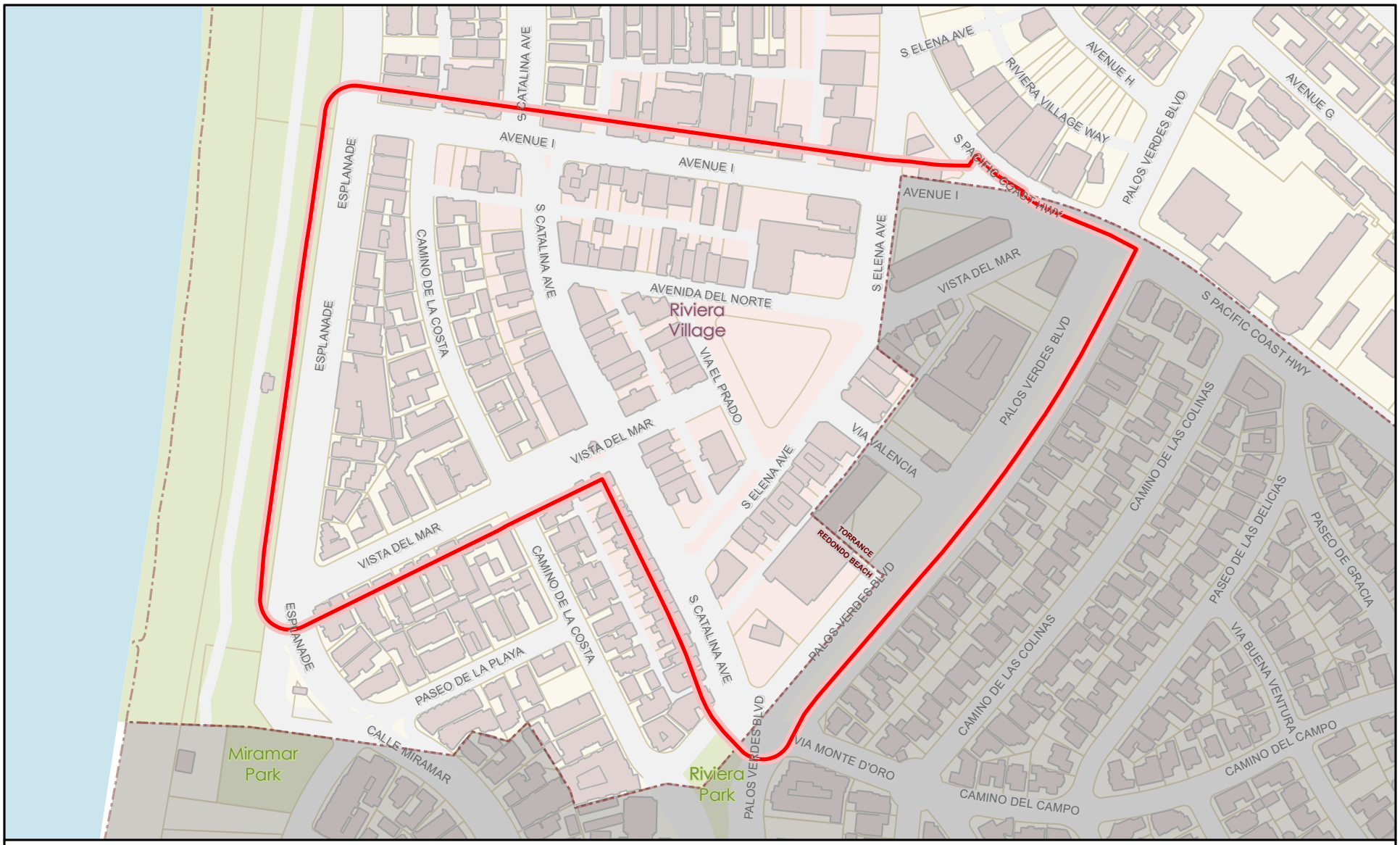
_____ _____
Name *Title*

ATTACHMENT E
BOND REQUIREMENTS

The provisions of this Attachment E apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment E and notify LACMTA of such designations.



Project Location

N

1 inch = 350 feet

LACMTA for Riviera Village Enhancement Project 041426

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported: 3/31/202

Administrative Report

H.7., **File #** 26-0371 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE FUNDING AMENDMENT NO. 3 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY PROVIDING AN ADDITIONAL $300,000 FOR THE FINAL INTERSECTIONS INCLUDED IN THE TRAFFIC SIGNAL COMMUNICATION AND NETWORK SYSTEM - PHASE 1 PROJECT, BRINGING THE PROJECT FUNDING TOTAL TO $5,300,000

EXECUTIVE SUMMARY

The Los Angeles County Metropolitan Transportation Authority (Metro) Board approved an additional $300,000 in Regional Measure M funds for the Traffic Signal Communication and Network System - Phase 1 Project (Project). Approval of the proposed Amendment will allow the additional funding to be available for the Project.

The Project includes three separate segments to update traffic signal infrastructure. The first two segments, Grant Avenue and Manhattan Beach Boulevard, have been completed. The remaining scope aims to update the operation of the City's traffic signal infrastructure to accommodate both current and future needs for segments of Inglewood Avenue. The Amendment will fund improvements at the intersections of Inglewood Avenue/182nd Street and Inglewood Avenue/Ralston Lane and increase the total funding for the Project to $5,300,000.

BACKGROUND

Measure M is a one-half cent sales tax approved by the Los Angeles County voters in November 2016 to meet the transportation, highway, and transit needs of Los Angeles County. On August 27, 2020, the Metro Board programmed $2,000,000 in Measure M funds to the City for the Project Development, Project Approval/Environmental Documentation, Plans, Specifications, and Estimates, and Construction of the Traffic Signal Communication and Network System - Phase 1 Project. On September 28, 2023, the Metro Board programmed an additional $3,000,000 towards the Project. On September 25, 2025, the Metro Board programmed another $300,000 for a total of $5,300,000.

Inglewood Avenue is the final corridor slated for improvements in the scope of the Project. The proposed improvements at the intersections of 182nd Street and Ralston Lane include replacing signal poles, signal infrastructure, curb ramps, updating signal timing, implementing a video detection system, adding wireless capabilities for TMC integration, and incorporating adaptive signal coordination.

The amendment to the Funding Agreement should fully fund construction along the Inglewood Avenue corridor. The Agreement for traffic engineering services with the design consultant was approved on March 3, 2026 and development of the plans, specifications, and estimates is underway. Construction is anticipated to begin in Spring 2027.

COORDINATION

The Public Works Department prepared this report and the City Attorney's Office approved the Agreement as to form.

FISCAL IMPACT

Approval of the amendment will result in the availability of an additional $300,000 of Regional Measure M Funds for completion of the Traffic Signal Communication and Network System - Phase 1 Project and a total Project Budget of $5,300,000. The funding does not require a local match. The funds are paid to the City on a cost-reimbursement basis.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Amendment No. 3 to Funding Agreement No. FA00000000M550813 with the Los Angeles County Metropolitan Transportation Authority for the Traffic Signal Communication And Network System - Phase 1 Project
- Project Map

AMENDMENT No. 3 TO MEASURE M FUNDING AGREEMENT BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to the Funding Agreement (this "Amendment"), is dated as of December 30, 2025, by and between the City of Redondo Beach ("GRANTEE") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000M550813, dated September 1, 2021, which was amended on September 30, 2023 and October 1, 2024 (as amended, the "Existing FA"), which Existing FA provides for the Traffic Signal Communications and Network System, ("the Project"); and

B. WHEREAS, the LACMTA Board on September 25, 2025 approved the increase to the Measure M Funds by $300,000, from $5,000,000 to $5,300,000 for Project Approval/Environmental Document (PAED), Plans Specifications, and Estimates (PS&E), and Construction. This amount is within the Board authorized budget increase for the Project; and

C. WHEREAS, the Funds are currently programmed as follows: $200,000 in Measure M Funds in Fiscal Years (FY) 2020-21, $1,800,000 in FY 2021-22 and $246,672 in FY 2023-24, $654,703 in FY 2024-25, and $2,398,625 in FY 2025-26. The total designated for PAED, PS&E and Construction of the Traffic Signal Communications and Network Systems is $5,300,000; and

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure M funds are available, LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $5,300,000 (the "Funds") for the Project. LACMTA Board of Directors' actions on August 27, 2020, September 28, 2023, and September 25, 2025 granted the Measure M Funds for the Project. The Funds are currently programmed over five (5) Fiscal Years: $200,000 in FY 2020-21; $1,800,000 in FY 2021-22; $246,672 in 2023-24; $654,703 in FY 2024-25; and $2,398,625 in FY 2025-26.

2. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vi) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2020-21, FY 2021-22, FY 2023-24, and FY 2024-25 have been expended and are no longer available. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028."

3. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-2, attached.

4. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-2, attached.

5. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.

6. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.02.20 16:01:57 -08'00'

By: _____ Date: _____
Deputy

GRANTEE:

CITY OF REDONDO BEACH

By: _____ Date: _____
James A. Light
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Joy A. Ford
City Attorney

By: _____ Date: _____
Eleanor Manzano
City Clerk

ATTACHMENT A-2 - PROJECT FUNDING

Measure M MSP - South Bay Highway Operational Improvements Program - Funding Agreement Project - FA#: 9200000000M550813

Project Title: Traffic Signal Communications and Network System Project ID#: MM5508.13

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS	$200,000	$1,800,000		$246,672	$654,703	$2,398,625	$ 5,300,000	
SUM PROG LACMTA FUNDS	$ 200,000	$ 1,800,000	$ -	$ 246,672	$ 654,703	$ 2,398,625	$ 5,300,000	**100%**
OTHER NON LACMTA FUNDING:								
LOCAL:							$ -	0%
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**0**
TOTAL PROJECT FUNDS	**$ 200,000**	**$ 1,800,000**	**$ -**	**$ 246,672**	**$ 654,703**	**$ 2,398,625**	**$ 5,300,000**	**100%**

ATTACHMENT B-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - South Bay Highway Operational Improvements Program Program - Funding Agreement Project - FA#: 9200000000M550813
Project Title: Traffic Signal Communications and Network System Project ID#: MM5508.13

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$1,009,753	$990,247	$161,369	$618,902	$129,460	$154,025	$371,218	$128,096	$3,563,070
Vehicle Purchase									$0
Others									$0
Total Measure M	**$1,009,753**	**$990,247**	**$161,369**	**$618,902**	**$129,460**	**$154,025**	**$371,218**	**$128,096**	**$3,563,070**
SUM PROG LACMTA FUNDS:	**$1,009,753**	**$990,247**	**$161,369**	**$618,902**	**$129,460**	**$154,025**	**$371,218**	**$128,096**	**$3,563,070**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2023-24 and FY2024-25	**$1,009,753**	**$990,247**	**$161,369**	**$618,902**	**$129,460**	**$154,025**	**$371,218**	**$128,096**	**$3,563,070**

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E			$15,000	$80,000	$60,000	$30,000	$15,000		$200,000
Right-of-Way Acquisition									$0
Construction								$200,000	$200,000
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$0**	**$15,000**	**$80,000**	**$60,000**	**$30,000**	**$15,000**	**$200,000**	**$400,000**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$15,000**	**$80,000**	**$60,000**	**$30,000**	**$15,000**	**$200,000**	**$400,000**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2025-26 and FY2026-27	**$0**	**$0**	**$15,000**	**$80,000**	**$60,000**	**$30,000**	**$15,000**	**$200,000**	**$400,000**

SOURCES OF FUNDS	FY2027-28 Qtr 1	FY2027-28 Qtr 2	FY2027-28 Qtr 3	FY2027-28 Qtr 4	FY2028-29 Qtr 1	FY2028-29 Qtr 2	FY2028-29 Qtr 3	FY2028-29 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$1,000,000	$336,930							$1,336,930
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$1,000,000**	**$336,930**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,336,930**
SUM PROG LACMTA FUNDS:	**$1,000,000**	**$336,930**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,336,930**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2027-28 and FY2028-29	**$1,000,000**	**$336,930**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,336,930**
TOTAL LACMTA FUNDS	**$2,009,753**	**$1,327,177**	**$176,369**	**$698,902**	**$189,460**	**$184,025**	**$386,218**	**$328,096**	**$5,300,000**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL PROJECT FUNDING	**$2,009,753**	**$1,327,177**	**$176,369**	**$698,902**	**$189,460**	**$184,025**	**$386,218**	**$328,096**	**$5,300,000**

ATTACHMENT C-2
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME: Traffic Signal Communications and Network System

PROJECT LOCATION/LIMITS/AREA:

This project limits are within City boundaries and at the following arterial roadway corridors:

- Manhattan Beach Boulevard between Aviation Boulevard and Inglewood Avenue
- Inglewood Avenue between Ralston Lane and 182nd Street.
- Grant Avenue between Aviation Boulevard and Inglewood Avenue

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The purpose of this project is to upgrade the City's traffic signal system technology and use Intelligent Transportation Systems (ITS) to enhance traffic signal infrastructure citywide for integration into an advanced traffic signal network/communications system. The project will construct the advanced traffic signal network/communications system at the first three roadway segments of Manhattan Beach Boulevard, Inglewood Avenue, and Grant Avenue within the City. The project intent is to upgrade in-field traffic signal equipment to help monitor and modify traffic signal operations to streamline mobility and ultimately, enhance traffic safety throughout the City. The project would also include advanced communications in preparation for connected/automated vehicles. The request for additional funding as part of Amendment #2 is to account for the increased construction costs that were originally underestimated when this project was approved.

City will integrate its system with Regional Integration of Intelligent Transportation Systems (RIITS) servers to provide data sharing between adjacent cities, the County, Caltrans, and other participating agencies. City will also coordinate with LA County Department of Public Works regarding adjacent or overlapping projects, traffic signal control and communications cooperative agreements, and signal coordination timing.

The project elements/field equipment may include but is not limited to the following:

- Central management software;
- Traffic signal interconnections and new communication - wireless modem, switches, router, server, appurtenances etc.
- Conflict monitors;
- Traffic monitoring video camera;
- Traffic signal controllers;
- Database server software;
- Windows server software;
- Data conversion and migration;
- Battery backup systems;

- Emergency Vehicle Preemption

PROJECT FUNDING:

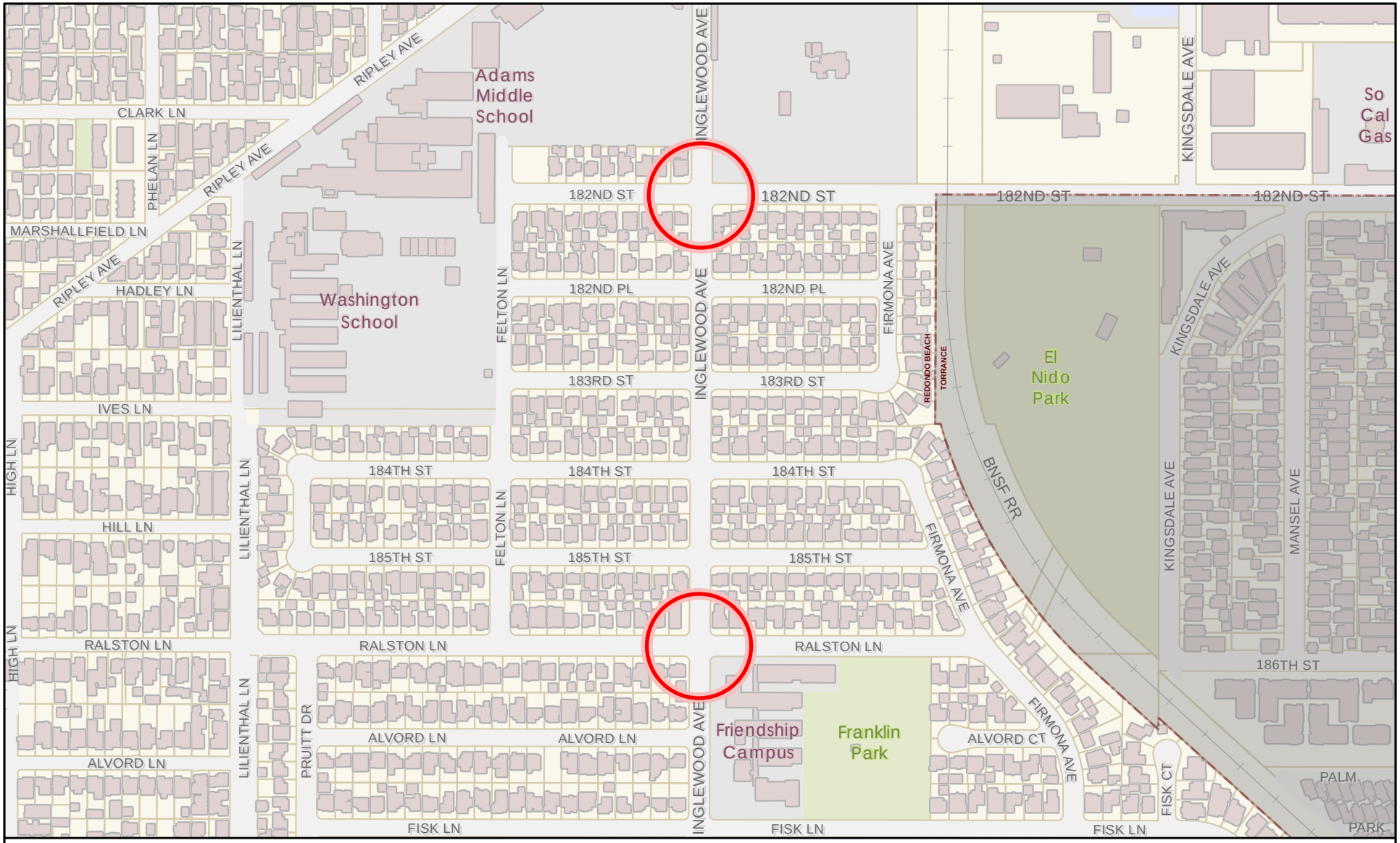
PHASE	LACMTA – MEASURE M FUNDS	TOTAL
PS&E	$200,000	$200,000
Construction	$5,100,000	$5,100,000
TOTAL BUDGET COST	**$5,300,000**	**$5,300,000**

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End
Grant Ave Bid	10/6/2022	11/3/2022
Grant Ave Award	2/7/2023	2/7/2023
Grant Ave Construction	6/9/2023	9/3/2024
Manhattan Beach Blvd Bid	10/19/2023	11/16/2023
Manhattan Beach Blvd Award	11/16/2023	12/5/2023
Manhattan Beach Blvd Construction	4/29/2024	8/19/2024
Inglewood Ave Bid	11/2/2026	12/7/2026
Inglewood Ave Award	1/18/2027	1/18/2027
Inglewood Ave Construction	5/3/2027	11/1/2027

PROJECT MAP:

MANHATTAN BEACH BLVD
SEBALD AVE
WARFIELD AVE
BURRITT AVE
DUFOUR AVE
SPURGEON AVE
RATAAN RD
FARRELL AVE
ERNEST AVE
PERRY AVE
PLANT AVE
ROBINSON ST
GRAHAM AVE
GATES AVE
CURTIS AVE
VOORHEES AVE
RUHLAND AVE
NELSON AVE
MATHEWS AVE
ARTESIA BLVD
VANDERBILT LN
CARNEGIE LN
ROCKEFELLER LN
GRANT AVE
HUNTINGTON LN
HARRIMAN LN
CLARK LN
MARSHALLFIELD LN
PULLMAN LN
BELMONT LN
SPEYER LN
MORGAN LN
ALVORD LN
FISK LN
RALSTON LN
182ND
182ND PL
184TH ST
185TH ST
W 170TH
W 171ST
W 162ND
W 161ST
W 160TH ST
W 159TH ST
AVIATION BLVD
N REDONDO AVE
S REDONDO AVE
HARKNESS ST
GREEN LN
BLOSSOM LN
RINDGE LN
VAIL AVE
MAY AVE
DOW AVE
JOHNSTON AVE
WHITE CT
PINCHARD AVE
MACKAY LN
PHELAN LN
TELTON LN
PERKINS LN
CONDON AVE
FIRMONA AVE
KINGSDALE AVE
INGLEWOOD AVE
BUXTON LN
SLAUSON LN
PRUITT DR
LILIENTHAL LN
HIGH LN
FLAGLER LN
WOLLACOTT ST
AXENTY WAY
AVIATION WAY
VARGAS WAY
MCGAIN AVE
TABER ST
CARLSBAD ST
SELANO BLVD
GIBSON PL
LAWNDALE AVE
REDONDO BEACH
Anderson Park
Lincoln School
Madison School
Cal Water
SCE
Adelante Park
Burney
Perry
Adams Middle School
Washington School
Pacific Crest Cemetery
Target
Transit Center
BNSF RR
Fulton Playfield
Jefferson
Franklin Park



Project Location

Traffic Signal Communication and Network System
Inglewood Avenue

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported: 2/12/202

Administrative Report

H.8., **File #** 26-0370 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2604-018 OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE DESCRIBING THE MAINTENANCE AND IMPROVEMENT OF STREET LIGHTS AND LANDSCAPING IN THE CITY OF REDONDO BEACH, CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027

EXECUTIVE SUMMARY

As part of the annual process to levy and collect assessment fees for the City's Street Landscaping and Lighting Assessment District (District), the City Council is required to adopt a resolution ordering the City Engineer to prepare and file a report on the proposed assessments. This is a necessary step in the process that allows Council to consider levying the assessment at a future meeting. Staff intends for the City Council to receive the report on May 5, 2026, and, if the intent to levy the assessment is then declared, to hold a public hearing to consider the assessment on June 2, 2026.

BACKGROUND

Section 22500 et seq. of the Streets and Highways Code requires the City Council to annually adopt a resolution ordering the City Engineer to prepare and file a report on the proposed assessments for the District. If so ordered, the report will be completed in the upcoming few weeks and will include a diagram of the assessed area, plans and specifications for any proposed improvements funded by the District, and an analysis of assessment district operating revenues and expenditures.

Typically, the report is presented to the City Council for review in May each year with a recommendation to adopt a resolution of intention to levy and collect assessments and to schedule a public hearing in June to consider final approval of the District's proposed assessment for the coming fiscal year.

The City's Street Landscaping and Lighting Assessment District is a Citywide District that includes approximately 20,000 parcels that are divided into Zones of Benefit per the Street and Highways Code. Zone 1 includes parcels situated along residential streets and Zone 2 includes those situated along boulevards and within commercial areas. It is estimated that 80% of all parcels are within Zone 1 and 20% in Zone 2. For FY 2025-26, the Zone 1 assessment is $1.48 per foot of street frontage, or $59.20 for a typical 40 ft. parcel. The Zone 2 assessment is $3.02 per foot, or $120.80 for a typical 40 ft. parcel.

The District was formed in 1983 under the requirements of the 1972 Landscaping and Lighting Act. The District operates and maintains the following public improvements: 4,856 Street Lights (3,395 of which are owned and operated by Southern California Edison and 1,461 of which are owned and operated by the City); 106 Signals (65 Traffic, 20 Flashing Yellow Beacon and 21 Flashing Red Beacon); and 21.85 Acres of Landscaping. In FY 2024-25, the District operated at a deficit and received a $1,169,711.04 subsidy from the General Fund. The subsidy for FY 2025-26 is $1,226,345. It is anticipated that in FY 2026-27 a similar subsidy will be required.

As described above, a typical home in Redondo Beach with a frontage of 40 feet pays approximately $59.20 per year for street landscaping and lighting under the District's assessment methodology. This has not changed since 1991, despite costs to operate the District exceeding revenues. In 2006, the City sought voter approval under Proposition 218 to raise the assessment to pay for all District costs. At that time, Redondo Beach property owners voted against the proposed fee increase.

COORDINATION

The attached Resolution has been reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

The cost of preparing this Engineer's Report is included within the Public Works Department's adopted FY 2025-26 Annual Budget, and is part of the Department's annual work program.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2604-018 Ordering the City Engineer to Prepare and File a Report Pursuant to the Landscaping and Lighting Act of 1972

RESOLUTION NO. CC-2604-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE DESCRIBING THE MAINTENANCE AND IMPROVEMENT OF STREET LIGHTS AND LANDSCAPING IN THE CITY OF REDONDO BEACH, CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2025, AND ENDING JUNE 30, 2026

WHEREAS, the City Council of the City of Redondo Beach ("City Council") formed the Landscaping and Street Lighting District ("District") by a prior resolution pursuant to the Landscaping and Lighting Act of 1972 (the "Act"), Division 15, Part 2 (commencing with Sections 22500 et seq.) of the California Streets and Highways Code; and

WHEREAS, the Act requires that the City of Redondo Beach ("City") adopt a resolution describing any proposed new improvements or substantial changes in existing improvements and order the City Engineer to prepare and file a report to levy annual assessments on the District; and

WHEREAS, the City Council shall order the City Engineer to prepare the report for the fiscal year 2025-2026 in accordance with the provisions of the Act; and

WHEREAS, said report shall include all parcels of land within the City that are designated as part of the District; and

WHEREAS, it is necessary for the City to furnish maintenance and improvement to the street lighting system and certain existing landscaped areas; and

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

SECTION 1. The City Engineer is hereby ordered to prepare and file a report in accordance with the provisions of the Landscaping and Lighting Act of 1972, Division 15, Part 2 (commencing with Sections 22500 et seq.) of the California Streets and Highways Code, to furnish maintenance and improvement to the street lighting system and certain existing landscaped areas for the fiscal year commencing July 1, 2025, and ending June 30, 2026, as set forth in this resolution.

SECTION 2. A certified copy of this resolution be presented to the City Engineer for his information and guidance.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of April, 2026.

James A Light, Mayor

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

ATTEST:

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2604-018 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 14th day of April, 2026, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

H.9., **File #** 26-0402 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE CITY COMMISSION APPLICATION DEADLINES FOR NEW TERMS AS FOLLOWS:

1. THAT THE CITY COUNCIL SET THURSDAY, JUNE 11, 2026, AT 5:30 P.M AS THE DEADLINE FOR RECEIVING APPLICATIONS (http://www.redondo.org/commissionapp) FOR APPOINTMENT TO CITY COMMISSIONS;

2. THAT A NOTICE REGARDING ALL VACANCIES BE PUBLISHED IN THE OFFICAL NEWSPAPER OF THE CITY OF REDONDO BEACH, POSTED AT CITY HALL'S BULLETIN BOARD OUTSIDE NEAR THE COUNCIL CHAMBERS AND ON THE CITY'S WEBSITE;

3. THAT A MEETING BE SCHEDULED ON TUESDAY, JULY 14, 2026, AT 6:00 P.M. TO INTERVIEW APPLICANTS FOR VACANT POSITIONS;

4. THAT COUNCILMEMBERS SUBMIT THEIR RECOMMENDATIONS FOR APPOINTMENT TO THE MAYOR BY THURSDAY, AUGUST 6, 2026;

5. THAT THE MAYOR MAKE COMMISSION APPOINTMENTS AT THE REGULAR CITY COUNCIL MEETING OF TUESDAY, AUGUST 11, 2026, AT 6:00 P.M.; AND

6. THAT THE CITY CLERK ADMINISTER THE OATH OF OFFICE TO NEW AND RETURNING COMMISSIONERS AT THE REGULAR CITY COUNCIL MEETING OF TUESDAY, SEPTEMBER 1, 2026, AND THAT THE CITY CLERK SCHEDULE A COMMISSIONERS' ORIENTATION TO BE HELD ON TUESDAY, SEPTEMBER 29, 2026.

EXECUTIVE SUMMARY

City Board and Commission terms expire on September 30, 2026. Interviews are conducted with recommendations made by the Mayor and approved by the City Council to appoint residents who are registered voters of the City of Redondo Beach to fill vacancies created by expired terms.

Each year City Council approves the above dates for the close of applications, interviews, Councilmembers' recommendations to the Mayor, and announcement of the appointees.

Also included are the dates for administering of the Oath of Office to the Commissioners by the City

Clerk and the City's Annual Commissioners' orientation.

BACKGROUND

The annual term expirations for various city boards and commissions occur on September 30th of each year with the new term beginning October 1st. Part of the recruitment process is to fill upcoming vacancies, for the City Clerk's Office to post and publish notifications of the vacancies, notify all Commissioners of expiring terms, collect new applications, and notify applicants with applications on file within the last year. Commissioner applications are available online at: http://www.redondo.org/commissionapp.

Interested applicants are encouraged to review qualifications to be considered for certain commission appointments before completing and submitting an online application.

After appointments are made, the City Clerk will hold an orientation for new Commissioners with an introduction to local government and City Commission procedures. Additionally, Commissioners will be provided with information on the Brown Act and Ethics training. Upon appointment, Commissioners are required to complete AB1234 Ethics training within 60 days of Oath of Office, recertify every two years thereafter, and file a signed certificate of completion with the City Clerk. The Fair Political Practices Commission offers AB1234 ethics online training at no charge for local officials, however, if this were to change, the City will use other resources to complete this requirement. Once appointed, the members of the Budget and Finance Commission, Public Amenities Commission, and Public Works and Sustainability Commission are required to submit their Conflict-of-Interest Form via the City's e-filing system NetFile. Any member appointed to the Planning Commission will receive notifications to file their Conflict-of-Interest Form directly through the Fair Political Practices Commission e-filing portal.

Also, the City will provide City emails to each Commissioner, as well as, required trainings for Cybersecurity and Harassment Prevention.

FISCAL IMPACT

No appropriation will be needed at this time; funds will be budgeted in Fiscal Year 2026-2027 for Commissioners' training.

APPROVED BY:
Eleanor Manzano, City Clerk

ATTACHMENTS

Vacancies and Terms Expiring 2026
Notice - Newspaper Ad

CITY OF REDONDO BEACH
BOARDS & COMMISSIONS
LOCAL APPOINTMENTS LIST
Vacancies & Terms Expiring in 2026

BUDGET AND FINANCE COMMISSION

Commissioner		Date of Appointment	Term Expiration
Vijay	Jeste	10/01/2022	09/30/2026
Rodney	Ramcharan	05/07/2025	09/30/2026

CULTURAL ARTS COMMISSION*

Commissioner		Date of Appointment	Term Expiration
Juan	Melendez	10/01/2022	09/30/2026
Kristina	Christian-Kelly	10/01/2022	09/30/2026

HARBOR COMMISSION*

Commissioner		Date of Appointment	Term Expiration
Roger	Carlson (Term Out)	10/01/2022	09/30/2026

PLANNING COMMISSION

Commissioner		Date of Appointment	Term Expiration
Gale	Hazeline	10/01/2022	09/30/2026

PUBLIC AMENITIES COMMISSION*

Commissioner		Date of Appointment	Term Expiration
Desiree	Galassi	10/01/2024	09/30/2026
Ron	Maroko	10/01/2024	09/30/2026
Jeffrey	Rowe	10/01/2024	09/30/2026

PUBLIC WORKS & SUSTAINABILITY COMMISSION*

Commissioner		Date of Appointment	Term Expiration
Candace	Nafissi	10/01/2022	09/30/2026
John	Simpson (Term Out)	10/01/2022	09/30/2026

SUSPENSION APPEALS BOARD

Board	Date of Appointment	Term Expiration
Vacant	10/01/2022	09/30/2026
Vacant	10/01/2022	09/30/2026
Vacant	10/01/2023	09/30/2027
Vacant	10/01/2023	09/30/2027

YOUTH COMMISSION*

Commissioner		Date of Appointment	Term Expiration
Charlotte	E.	10/01/2025	09/30/2026
Kylie	C.	10/01/2025	09/30/2026
Priya	R.	10/01/2025	09/30/2026
Joshua	M.	10/01/2025	09/30/2026

* Additional qualifications are required for any of the above listed positions.

CITY OF REDONDO BEACH

REDONDO BEACH RESIDENTS
APPLICANTS SOUGHT FOR COMMISSION OPENINGS

The Mayor and City Council of the City of Redondo Beach invite citizens interested in serving their community to apply for four (4) year terms beginning October 1, 2026.

Boards and Commissions

Budget and Finance Commission
Cultural Arts Commission*
Harbor Commission*
Housing Authority*
Planning Commission
Public Amenities*
Public Works & Sustainability Commission
Suspension Appeals Board
Youth Commission**

*Qualifications apply
**Two (2) year term

To view Boards & Commissions qualifications, visit www.redondo.org/city_clerk, or complete an application at: www.redondo.org/commissionapp

To be considered for the next term, applications must be received no later than **Thursday, June 11, 2026; at 5:30 p.m.** Applicants must be registered voters living in the City of Redondo Beach. Applicants will be contacted shortly thereafter to schedule interviews before the Mayor and Council. All applications will remain active and on file in the Clerk's office for one year.

Interviews for commission vacancies will take place in the Council Chambers on Tuesday, July 14, 2026, at 6:00 p.m.

CITY OF REDONDO BEACH, CALIFORNIA
Eleanor Manzano
City Clerk of the City of Redondo Beach
Posted April 16, 2026
Publish April 23, 2026, and May 14, 2026

Administrative Report

H.10., **File #** 26-0404 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT TO ASSEMBLY BILL 2741, WHICH IF APPROVED BY THE STATE, WOULD PROMPT A REEVALUATION OF HOW THE STATE ASSESSES LOCAL ZONING TOOLS AND HOW CITIES REGAIN COMPLIANCE WITH STATE HOUSING PLANNING REQUIREMENTS

AUTHORIZE THE MAYOR TO SIGN A LETTER OF OPPOSITION UNLESS AMENDED TO SENATE BILL 866, WHICH IF APPROVED BY THE STATE, WOULD REQUIRE CITIES TO ADD ADDITIONAL HOMELESSNESS REPORTING REQUIREMENTS TO THEIR HOUSING ELEMENTS

RECEIVE AND FILE A LETTER OF SUPPORT TO THE LOS ANGELES COUNTY BOARD OF SUPERVISORS MOTION TO REFORM AND INTEGRATE MENTAL HEALTHCARE WITHIN THE LOS ANGELES COUNTY HOMELESS SERVICES SYSTEM

EXECUTIVE SUMMARY

Consistent with the Legislative Action Platform, draft position letters are to be presented to the City Council whenever practical. Therefore, staff is providing the draft letters of support for Assembly 2741 and opposition for Senate Bill 866 for the City Council's consideration.

The Legislative Action Platform also authorizes the submission of position letters prior to City Council review when an immediate response is required, provided the letter is reviewed and approved by the City Manager. To ensure the City's position was represented at the Board of Supervisors meeting, staff submitted a letter of support in advance. This report presents the submitted letter to the City Council to receive and file.

BACKGROUND

Assembly Bill (AB) 2741 Muratsuchi

AB 2741 is an intent bill, if passed, indicates the Legislature's interest in revising how the State evaluates zoning tools, such as residential overlay zones, and how jurisdictions may regain compliance with Housing Element Law after a decertification. While the bill does not make immediate policy changes, future legislation stemming from AB 2741 could affect the City's approach to maintaining compliance with State housing requirements. Future legislation that provides clarification on how overlay zones are treated within a City's site inventory, as well as clearer procedures for restoring compliance if a housing element is challenged or decertified, would support

the City's ability to comply with the Housing Element Law. Submitting a support letter for AB 2741 would help ensure the City's interest are considered as the bill evolves and affirms the City's support for continued refinement and clarification of the State housing element review processes.

Senate Bill (SB) 866 Blakespear

SB 866, if passed, would add new Housing Element requirements for local jurisdictions that do not directly receive Homeless, Housing, Assistance, and Prevention (HHAP) program funding, which includes Redondo Beach. HHAP is a statewide, one-time block grant program to support regional coordination and expand local capacity to address homelessness challenges. Currently, Los Angeles County is the direct HHAP grantee and allocates funding to cities. For Redondo Beach, the bill would create several operational impacts. The City does not operate a case management system capable of collecting the detailed data required by the bill, and implementing such a system without state support would create an unfunded mandate.

The bill may also result in duplicative reporting, as the County already reports HHAP-related data for the region. Additionally, the bill's broad data reporting language may be subject to interpretation, which could increase exposure to legal challenges related to Housing Element compliance. The City's position is to modify the bill to ensure consistency with the existing HHAP regional planning process and to ensure that small cities, like Redondo Beach, are not disproportionally impacted when they are already excluded from direct state homelessness funding.

Submitting an opposition letter affirms the City's concerns related to the bill's implications for jurisdictions that do not directly receive HHAP funding.

If the City Council approves the position letters for AB 2741 and SB 866, staff will disseminate the letters to locally elected Legislators and upload them to the State's new electronic portal, which automatically distributes letters to offices of the appropriate elected officials and committee(s) of jurisdiction.

Los Angeles County Board of Supervisors Motion

According to the 2025 Point in Time Homeless Count, 15,930 individuals experiencing homelessness in Los Angeles County (County) are living with a serious mental illness, and 10,830 of them are unsheltered. Despite ongoing investments, the County's field based mental health system has not kept pace with the level of need, in part due to limited or restrictive funding structures that prioritize traditional, office-based treatment models. These challenges are further strained by a nationwide behavioral health workforce shortage and the difficulty local agencies face in recruiting and retaining staff who are trained and willing to provide field-based services.

This motion aims to reform and integrate mental healthcare services within the County's homeless services system by strengthening coordination between the Department of Mental Health and the newly created Department of Homeless Services and Housing. It also emphasizes expanding field-based care, improving data sharing, enhancing oversight of intensive, team-based mental health programs, aligning major funding sources, and building a more sustainable workforce. These reforms are intended to create a more responsive and coordinated system for individuals with complex behavioral health needs. For Redondo Beach, the motion could increase access to County clinicians who can respond to individuals experiencing homelessness within the City and improve pathways to treatment and housing for residents with serious mental illness. The reforms may also help reduce reliance on local law enforcement and support the work of the City's Alternative Crisis

Response Team by strengthening the County systems that the City depends on.

In order for the City's position to be represented at the March 17, 2026 Los Angeles County Board of Supervisors meeting, staff submitted a letter of support in advance. The motion was unanimously approved.

COORDINATION

Mayor Light drafted the position letter for SB 866 and Councilmember Kaluderovic drafted the position letter to the Los Angeles County Board of Supervisors. The City Manager's Office prepared this report.

FISCAL IMPACT

There is no fiscal impact associated with authorizing the Mayor to sign the position letters.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Letter of Support - AB 1247
- Letter of Opposition - SB 866
- Letter of Support - Reforming and Integrating Mental Healthcare within the County's Homeless Services System

REDONDO BEACH

Office of the Mayor
415 Diamond Street
Redondo Beach, CA 90277

Tel: 310.697.3653
Redondo.org

April 15, 2026

The Honorable Al Muratsuchi
California State Assembly
1021 O Street, Suite 8220
Sacramento, CA 95814

RE: **AB 2741 (Muratsuchi) Housing Element: Inventory of Land; Substantial Compliance.**
Notice of SUPPORT

Dear Assemblymember Muratsuchi,

On behalf of the City of Redondo Beach, I am writing to express our strong support for Assembly Bill 2741, which clarifies how jurisdictions may meet rezoning obligations under Housing Element Law and allows cities that have, in good faith, worked with the Department of Housing and Community Development (HCD) to achieve a certified housing element time to remedy any judicial decisions related to that certified housing element.

AB 2741 addresses two areas that have created uncertainty for local governments. First, the bill confirms that cities may satisfy required rezoning programs by applying a zoning classification, such as an affordable housing overlay zone, that permits owner-occupied and rental multifamily housing at required minimum densities and development standards. This clarification is particularly important for built-out communities like ours, where infill opportunities are limited and flexible zoning tools are essential to meeting Regional Housing Needs Allocation (RHNA) requirements. The flexibility of a housing overlay zone makes it more appealing and affordable to a property owner or developer to build housing on a portion of a property without fully eliminating existing uses that may be necessary for fiscal feasibility.

The bill also provides clearer guidance on how HCD determines whether a housing element remains in substantial compliance with state law. Establishing more predictable standards helps cities address identified deficiencies while continuing to process housing applications, and it provides greater certainty for both local governments and housing developers.

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Finally, the bill alleviates the many cities that have used affordable housing overlay zones in their certified housing elements from having to modify and resubmit their housing element mid-term to protect from developer lawsuits whose intent is to use Builder's Remedy if their lawsuit prevails. This would create fiscal and staff workload impacts to cities and HCD.

Redondo Beach remains committed to planning for housing at all income levels in a manner that is transparent, feasible, and consistent with state law. The clarifications in AB 2741 strengthen the reliability of the housing element framework and reduce ambiguity in areas where jurisdictions frequently seek guidance. For these reasons, the City of Redondo Beach supports AB 2741. If you have any questions, please do not hesitate to contact me at James.Light@redondo.org.

Sincerely,

Jim Light
Mayor, City of Redondo Beach

REDONDO BEACH

Jim Light, Mayor
415 Diamond Street
Redondo Beach CA 90277

9 Apr 26

The Honorable Catherine Blakespear
California State Senate
1021 O Street, Room 7720
Sacramento, CA 95814

RE: **SB 866 (Blakespear) Homeless Housing, Assistance, and Prevention program: housing element.**
Notice of OPPOSE UNLESS AMENDED

Dear Senator Blakespear,

The City of Redondo Beach must respectfully **oppose your SB 866 (Blakespear) unless amended**. SB 866 would require all but 14 cities to add extensive homelessness reporting requirements to their housing elements, targeting cities that do not receive state funding to address homelessness.

The state's flagship homelessness grant program, the Homeless Housing, Assistance, and Prevention (HHAP) Grant program, allocates funding to all 58 counties, 44 continuums of care, and cities with populations over 300,000. This means that only 14 cities in California are receiving direct state homelessness funding through HHAP.

To receive HHAP funding, grantees must submit a regionally coordinated homelessness action plan to the Housing and Community Development Department that includes specific system performance measures. SB 866 would **copy** these system performance measures from the HHAP regional plans and impose them as a separate reporting requirement **only** on cities not receiving state funding — forcing them to track these metrics in their housing elements.

Specifically, SB 866 would require all but 14 cities to provide detailed reports on available homelessness resources, actions taken to connect individuals to those resources, and various data points. For example, SB 866 requires cities to share information about the number of people who become homeless after exiting institutional settings, including jails, prisons, and hospitals, and the number of people who become unhoused after moving into permanent housing.

SB 866 also requires cities to describe how they are coordinating services under the Behavioral Health Services Act and identify any available mental and behavioral health funding. Counties, not cities, provide behavioral health services in California and receive all the funding to do so. SB 866 does not currently apply to counties because it only applies to local governments that **do not** receive HHAP. As a result, SB 866 places the burden on cities to report on and plan for services beyond their control, requiring significant reporting on county-led functions within a city's housing planning document – requirements that cities are not well-positioned to fulfill.

REDONDO BEACH

Jim Light, Mayor
415 Diamond Street
Redondo Beach CA 90277

There is a reason these system performance metrics are currently in the HHAP regional planning process – because gathering this data requires collaboration with counties, prisons, hospitals, VAs, and other stakeholders. These requirements create significant administrative burdens for communities that **already** do not receive state financial support to address homelessness. Nearly all cities lack the infrastructure to collect the data required by SB 866, making compliance nearly impossible.

Additionally, while HHAP regional plans are updated each year that funding is available, most communities update their housing elements every eight years. The City of Redondo Beach fails to see how collecting this data every eight years, when much of this information is collected annually through Continuums of Care point-in-time counts, would help address the evolving needs of unhoused residents in our community.

The City of Redondo Beach understands the goal of increasing transparency around the efforts of smaller cities to address the state's homelessness crisis. Currently, cities that do not receive HHAP funding are encouraged to participate in HHAP regional planning but are not required to do so. The City of Redondo Beach is requesting amendments that require smaller cities to have a seat at the table for the regional planning process. This will accomplish the same goal, providing transparency into the same system metrics that SB 866 includes, but through the same regional process already used by California's largest cities.

Redondo Beach specific facts that drive the City's opposition to the bill as currently drafted:

- The City of Redondo Beach does **not have direct access** to HHAP funding
- Los Angeles County receives HHAP funding and distributes it to the cities, so theoretically, **Los Angeles should be reporting this data** as it pertains to the funding that Redondo receives. Forcing us to report some of this data would be redundant. Additionally, **LA County receives $100 million in administrative funding** for reporting and **does not allocate that to the cities** within its jurisdiction.
- Most cities, like ours, **do not have a case management system** to document all the data this bill is requiring. Unless the state provides access to a case management system, this would be an unfunded mandate.
- The language describing the data is vague and **would make cities vulnerable to legal challenges** if someone does not believe the city is reporting accurately, potentially subjecting a city to Builder's Remedy.

Each year, the Legislature introduces bills that change the rules mid-stream, significantly complicating cities' efforts to secure housing element certification. These multiyear planning efforts are already complex, time-consuming, and expensive. SB 866 would add yet another layer of reporting requirements — through a non-reimbursable state

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mandate — placing a disproportionate burden on smaller cities. For many, the challenge of collecting and reporting this data could further jeopardize their ability to achieve a compliant housing element.

The City of Redondo Beach urges amendments to SB 866 that ensure consistency with the existing HHAP regional planning process and do not unfairly target California's small cities, which continue to be left out of direct state homelessness funding.

For these reasons, as Mayor of the City of Redondo Beach, I respectfully **oppose your SB 866 (Blakespear) unless amended**.

Sincerely,

James A Light
Mayor
City of Redondo Beach

cc. Senator Ben Allen & Assembly Member Al Muratsuchi
Jeff Kiernan, Regional Public Affairs Manager, LA County Div., League of CA Cities
League of California Cities, cityletters@cacities.org

REDONDO BEACH

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March 16, 2026

Los Angeles County Board of Supervisors
500 West Temple St., Room 383
Los Angeles, CA 90012

RE: ***Support for Reforming and Integrating Mental Healthcare within the County's Homeless Service System***

Dear Los Angeles County Board of Supervisors:

On behalf of the City of Redondo Beach, we write in support of the motion - Reforming and Integrating Mental Healthcare within the County's Homeless Service System. Strengthening coordination between the County's mental health system and the broader homelessness response system is essential to improving outcomes for individuals experiencing homelessness and serious mental illness.

Cities across Los Angeles County are actively addressing homelessness through outreach, housing navigation, and supportive services. However, gaps in care occur when behavioral health services operate separately from housing, outreach, and substance use treatment programs. Breaking down these silos is necessary to deliver effective and lasting support for individuals in crisis.

Local jurisdictions are often on the front lines of this work. Cities coordinate outreach teams, participate in case conferencing, and partner with service providers to connect individuals to care. While cities are taking steps to address mental health needs in the field, the more acute behavioral health services required for many individuals must be provided by the County, which is best equipped to deliver that level of care. Stronger coordination between the Department of Mental Health, the Department of Health Services, and the

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County's homelessness response system will help ensure individuals receive comprehensive care that addresses both behavioral health and housing needs.

Clear and consistent communication with local jurisdictions is also critical. Cities work closely with outreach providers and community partners, and improved coordination with County departments will strengthen information sharing and help connect individuals to appropriate services more quickly.

The motion's emphasis on field-based engagement, multidisciplinary teams, and cross departmental collaboration reflects the level of coordination needed to strengthen the system of care. Aligning mental health services, housing programs, outreach teams, and local jurisdictions will improve the County's ability to respond effectively and compassionately to residents experiencing homelessness.

For these reasons, we respectfully urge the Board to adopt this motion.

Sincerely,

Jim Light

Administrative Report

H.11., **File #** 26-0412 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK
MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

TITLE

APPROVE AN AGREEMENT FOR THE PURCHASE OF JUSTFOIA PUBLIC RECORDS REQUEST MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES FROM MCCI LLC FOR A THREE -YEAR TERM WITH A TOTAL NOT TO EXCEED COST OF $71,142

EXECUTIVE SUMMARY

Staff recommends the purchase and implementation of the JustFOIA public records request management system from MCCI, LLC to modernize and streamline the City's response to requests made under the California Public Records Act (CPRA). JustFOIA provides a platform for intake, tracking, data collection, redaction, format standardization, and fulfillment of public records requests, much of which is being performed manually by staff today. Implementation of JustFOIA will improve efficiency, reduce response times through automation, centralize tracking, and enhance transparency by providing a consistent workflow for responding to public records requests that can be audited, as needed.

BACKGROUND

The City currently receives and tracks public records requests under the California Public Records Act (CPRA) through the City's Comcate customer relationship management system, Access Redondo. While this system allows the City to log requests and assign them to Departments, it does not provide tools to support the remainder of the public records request process.

Once a request is entered into the system and routed to the appropriate Departments, the collection of responsive records, deduplication of documents, redaction of sensitive information, Clerk's Office and/or Legal review and final fulfillment of the request are all performed manually by staff. As the volume and complexity of requests has increased, this process has become increasingly resource intensive and currently requires the effort of more than one full-time equivalent (FTE) staff member to manage.

To address these challenges, a strategic planning item was included in the FY 2025-2026 City-Wide Strategic Plan to research available options. Staff evaluated solutions designed specifically to support public sector public records request management. Platforms such as JustFOIA provide purpose-built tools that automate and streamline key steps in the process, including request intake, deadline tracking, document collection and format standardization, deduplication, redaction, review workflows, and final publication of records.

Staff developed requirements and evaluated nearly half a dozen solutions designed specifically for public sector records request management, including assessment of annual cost. JustFOIA was found to be the only solution that meets all City requirements and was the most cost-effective solution evaluated.

The anticipated efficiencies from centralized tracking and automated workflows are expected to reduce staff time spent coordinating and tracking requests across Departments. Staff recommends the City Council approve the Agreement with MCCI, LLC to obtain and implement the JustFOIA solution.

COORDINATION

The selection of JustFOIA was coordinated with the City Clerk's Office, which is responsible for overseeing public records requests, and the Information Technology Department. The Agreement was approved as to form by the City Attorney's Office.

FISCAL IMPACT

The proposed purchase includes implementation and annual licensing costs for the JustFOIA platform including implementation services and licensing for three years of service.

Annual licensing for the system is $21,060 for year one, $22,113 for year two, and $23,218.65 for year three, with a one-time implementation and configuration cost of approximately $4,750. Funding for this purchase is available in the Information Technology Department's annual operating budget.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt -Master Services Agreement Number 23355
- Addendum 1 to MSA 233355
- Insurance - Certificate of Insurance

MASTER SERVICES AGREEMENT NO. 23355

This Master Services Agreement No. 23355 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and the City of Redondo Beach, a chartered municipal corporation, with its principal office located at 415 Diamond Street, Redondo Beach, CA 90277 ("Client"). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

Company Affiliate means any legal entity that directly or indirectly controls, is controlled by, or is under common control with MCCi LLC.

As used in this Agreement, "Company" means MCCi, LLC and any Company Affiliate that provides Services under an applicable Order. Company shall remain fully responsible and liable for the performance of this Agreement and each Order, regardless of whether Services are performed by a Company Affiliate.

Company represents and warrants that JustFOIA, as referenced in Addendum No. 1 to this Agreement, is a Company Affiliate within the meaning of this Agreement. Company further represents and warrants that JustFOIA is authorized to perform Services under the applicable Order and Addendum, and that Company shall remain fully responsible for the acts and omissions of JustFOIA in accordance with this Agreement.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing and executed by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof.

Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, the provisions of this Agreement shall govern and control; provided, however, that an applicable Order may specify the fees, invoicing cadence, and payment schedule for that Order, and in the event of a conflict solely as to those fee/invoicing/payment details, the Order shall control. No Order or purchase order may impose interest, penalties, or collection fees, or reduce Client's refund rights under Section 3, unless expressly stated in the applicable Order and executed by authorized representatives of both Parties.

Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Company may perform Services under this Agreement through one or more Company Affiliates subject to the definition of "Company" set forth above.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. Client and Company understand that no expenses are contemplated under this Agreement as all services shall be performed remotely.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within sixty (60) days from the receipt of each invoice. Interest, penalties, or collection fees are expressly disallowed.

Client will remit full payment for Services and/or Deliverables incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Annual Services"**) will continue unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Annual Services; or
(c) not paid in full the renewal invoice within 60 days after scheduled renewal date of the Annual Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full;

For clarity, no Annual Services renewal shall extend beyond the Agreement expiration date set forth in Section 4 unless the Parties execute a written amendment extending the Agreement term.

Once payment has been received, no refunds for Annual Services are available.

Client shall have no obligation to pay for Services or Deliverables not accepted in writing. If the Client has prepaid any amounts for Services or Deliverables not yet performed or delivered as of the effective date of termination or suspension, the Company shall promptly issue a pro-rata refund for the unearned portion, calculated on a daily basis through the termination date. All refunds shall be made within thirty (30) calendar days of termination.

4. Term and Termination

This Agreement will commence on the Effective Date and expire on December 31, 2028. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Annual Services from a third party.
(e) Upon termination by the Client for any reason other than its own material breach, the Company shall immediately cease work and refund to the Client any prepaid but unearned fees on a pro-rata basis for one-time Services not performed and Deliverables not provided as of the effective termination date. The Client's payment obligation shall be limited to Services satisfactorily performed and accepted prior to termination.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Upon at least 72 hours notice, Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**") and shall ensure that all subcontractors comply with every applicable term of this Agreement. Company shall remain fully responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible and at no additional cost.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Reserved

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority; (v) disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of Client's City Council; or (vi) disclosed as part of the Client's customary contract approval process.

The obligations set forth in this Section shall survive termination or expiration of this Agreement.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

For the avoidance of doubt, all data, records, content, and information provided by or on behalf of Client, including any Client data that is processed, modified, transformed, organized, analyzed, or output through the Solution, shall remain the sole and exclusive property of Client. Nothing in this Agreement shall be construed to grant Company any ownership interest or intellectual property rights in Client data, except for the limited rights necessary to host, process, and provide the Services in accordance with this Agreement.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

If, in the course of providing Services to Client, Company receives, stores, maintains, processes, transmits, or otherwise has access to "**Confidential Information**" (as defined under applicable State Data Protection Laws, European Union Directives, and any successor laws), Company shall protect such Confidential Information in strict compliance with all applicable laws and the security standards set forth in this Section.

(a) SOC 2 Requirement. Company shall implement and maintain SOC 2 Type II compliance (or its successor standard) throughout the duration of this Agreement. Upon Client's written request, Company shall provide a current SOC 2 Type II report or equivalent third-party certification demonstrating ongoing compliance.

(b) Use and Disclosure Restrictions. Company may use Confidential Information only for the purpose of performing the Services. Company may disclose Confidential Information solely to:

- (i) Company Personnel with a legitimate need to know;
- (ii) third-party service providers bound by written agreements requiring security and confidentiality protections at least as protective as those in this Agreement; and
- (iii) other entities expressly authorized by applicable law.

No other disclosure of Confidential Information is permitted without Client's prior written consent.

(c) Advance Notice of Required Disclosure. If Company receives a subpoena, court order, law enforcement request, or other legal demand seeking disclosure of Confidential Information, Company shall provide Client with at least ten (10) days' prior written notice before disclosing any information. The notice must be sufficient to allow Client the opportunity to seek a protective order, injunction, or other appropriate remedy. Where disclosure is legally required earlier than ten days, Company shall provide the maximum advance notice permitted by law.

(d) Security Breach Notification. In the event of any actual or reasonably suspected unauthorized access to, acquisition of, or compromise of Confidential Information or systems containing Confidential Information ("Security Breach"), Company shall:

- (i) notify Client in writing within twenty-four (24) hours of discovering the Security Breach;
- (ii) provide all known details regarding the nature, scope, root cause, and affected data;
- (iii) immediately take all necessary steps to contain, investigate, and remediate the Security Breach at Company's sole expense to the extent the breach results from Company's negligence, willful misconduct, or breach of this Agreement; and
- (iv) fully cooperate with Client, its regulators, and law-enforcement authorities in any related investigation or notification process.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

Company warrants that all Services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards, and that all Deliverables will substantially conform to the applicable specifications and requirements set forth in the corresponding Order. Upon notice of any material defect or non-conformance within ninety (90) days after acceptance, Company shall, at no additional cost to Client, promptly correct or replace the affected Deliverable so that it meets the applicable requirements.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices

Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

(d) Disclaimer.

Except as expressly provided in this Section 11, the applicable Exhibits and/or Orders, no other warranties are made or implied; provided, however, that nothing in this Section shall limit Client's rights or remedies for any breach of warranty or failure of performance under this Agreement.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company's negligence, willful misconduct, or breach of this Agreement, Company shall defend, indemnify, and hold Client harmless from any third-party claims, demands, suits, or proceedings **("Claims")** alleging:

(i) bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement;

(ii) that Client's authorized use of the Solution infringes a United States copyright, patent, or trade secret; or

(iii) unauthorized acquisition, disclosure, misuse, or other compromise of Client Confidential Information to the extent resulting from a Security Breach (as described in Section 10) caused by Company's negligence, willful misconduct, or breach of this Agreement.

Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement results from:

(a) information or requirements furnished solely by Client;

(b) modifications to the Solution not made or authorized in writing by Company; or

(c) use of the Solution with a third-party product or service not provided or approved in writing by Company.

If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance. Failure to give prompt notice shall not relieve Company of its indemnification obligations except to the extent materially prejudiced thereby.

(c) Limitation of Liability.

Except as provided in the following paragraph, each Party's total aggregate liability arising out of or relating to this Agreement shall not exceed $250,000.

In no event shall either Party be liable for indirect, incidental, special, or consequential damages (including lost profits), except to the extent such damages are awarded to a third party in a Claim subject to indemnification.

Equitable relief rights shall remain available, provided such relief does not expand damages beyond the limitations above.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $5,000,000 in the aggregate

Commercial General Liability coverage shall name Client as an additional insured on a primary and non-contributory basis. Company shall add Client as an additional insured under the insurance policies described herein.

Upon request, Company shall provide certificates of insurance and endorsements evidencing the required coverage.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company	If to Client:
MCCi, LLC	City of Redondo Beach
3717 Apalachee Parkway	Information Technology Department
Suite 201	415 Diamond Street
Tallahassee, FL 32311	Redondo Beach, CA 90277
Attn: Legal Department	Attn: Mike Cook
Email: legal@mccinnovations.com	Email: mike.cook@redondo.org

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

Neither Party shall be liable for delay or failure in performance of its obligations (other than payment of money) due solely to acts of God, war, terrorism, civil disturbance, natural disaster, epidemic, or other events beyond its reasonable control and not resulting from its fault or negligence ("Force Majeure Event"). The affected Party shall provide written notice to the other within five (5) business days after the occurrence, describing the event, anticipated duration, and efforts to mitigate. The Party claiming Force Majeure shall use commercially reasonable efforts to resume full performance as soon as practicable and shall keep the other Party informed in writing of material developments. Failure to give timely notice or to exercise diligent efforts shall void the claim of Force Majeure. If a Force Majeure Event continues for more than thirty (30) consecutive days, the Client may terminate this Agreement without penalty upon written notice, and the Company shall refund any prepaid but unearned amounts on a pro-rata basis.

(k) Audit Rights.

With at least 48 hours' notice, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

If any audit discloses overcharges, unsupported costs, or other discrepancies, the Company shall promptly reimburse the City for the overbilled amounts. The Company shall retain all records relevant to this Agreement for as long as required by law. The obligations of this Section shall survive termination or expiration of the Agreement. In all other cases, Client will bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. The Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors.

(p) Cybersecurity Standards.

(1) Company shall comply with all applicable federal, state, and local laws and regulations relating to data privacy and cybersecurity, including but not limited to the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), HIPAA, SB 1386, and the PCI-DSS where credit cards are involved, and any other applicable privacy or security laws.

(2) Company shall implement and maintain appropriate technical and organizational security measures to protect any Client Confidential Information from unauthorized access, disclosure, alteration, destruction, or loss. At a minimum, these measures shall include:

(i) Encryption. All Client Confidential Information, including Client Confidential Information, must be encrypted in transit and at rest using industry-standard encryption protocols, such as TLS 1.3, AES-256, or better.

(ii) Access Controls. Company shall implement strict access control measures, including multi-factor authentication ("MFA"), role-based access controls ("RBAC"), and the principle of least privilege, ensuring that only authorized personnel have access to Client Confidential Information.

(iii) Secure Data Storage. Company shall ensure that Client Confidential Information is stored in secure data centers that comply with industry-recognized security standards, such as SOC 2, ISO 27001, or equivalent. Maintain SOC 2 throughout the duration of the Agreement.

(iv) Network Security. Company shall maintain up-to-date firewalls, intrusion detection and prevention systems ("IDPS"), anti-virus software, and other security tools to safeguard Client Confidential Information from external and internal cyber threats.

(v) Personnel Security. Company shall implement personnel security measures, including conducting background checks for employees with access to Client Confidential Information. In addition, the Company shall ensure all employees handling Client Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover topics such as data privacy laws, phishing prevention, secure data handling, and incident reporting procedures.

(vi) Alignment with Standards and Audits. All security measures shall align with the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) or an equivalent framework (e.g., ISO 27001 or SOC 2 Type 2). Company shall conduct annual third-party audits of its cybersecurity practices and provide the Client with certified reports, including any findings related to Client Confidential Information. Audits shall cover compliance with CCPA/CPRA requirements, including any amendments on data minimization and location data handling.

(3) Company shall maintain a comprehensive incident response plan to address potential cybersecurity incidents, including but not limited to data breaches, malware infections, and unauthorized access to Client data. In the event of any security breach or unauthorized access involving Client data, Company agrees to:

a. Notify the Client in writing within 24 hours of discovering any actual security incident involving Client data.

b. Investigate the breach, take all necessary steps to contain and mitigate its impact, and provide a full written report to the Client detailing the breach's nature, the data involved, and the corrective actions taken.

c. Fully cooperate with the Client and any regulatory authorities in any investigation or legal actions relating to the breach, including providing access to any relevant security logs, audit trails, or other information.

(4) Company shall implement a robust data backup and disaster recovery plan. Company shall ensure that all Client Confidential Information is backed up regularly to secure offsite locations with sufficient geographic redundancy. Company shall ensure that in the event of a disaster or significant system failure, all Client Confidential Information can be restored to its original state within a reasonable timeframe agreed upon with the Client.

(5) Upon termination or expiration of the Agreement, or upon the Client's request, Company shall:

a. Return or Destroy Data. Promptly return all Client Confidential Information in a format specified by the Client or securely destroy the data and provide a written certification of destruction within thirty (30) days of the Client's request.

b. Secure Disposal. Ensure that any media, devices, or documents containing Client Confidential Information are disposed of in a manner that ensures the data is rendered irrecoverable, using methods such as secure shredding or certified electronic data

destruction. For Police Department data, Company shall utilize Department of Defense ("DOD") certified destruction processes to ensure the complete and secure disposal of all confidential law enforcement-related information.

c. Post-Termination Access Limitations. Notwithstanding any provision in the Agreement, access to Client Confidential Information after termination or expiration for purposes of calculating compensation under Exhibit "C" shall be restricted to aggregated or de-identified data only, where feasible, and shall expire six (6) months following termination or expiration, unless extended by mutual written agreement. Upon expiration of this access period, Company shall immediately destroy all such data pursuant to subsections (1) and (2) above, and provide certification thereof.

(6) If Company uses any subcontractors or third-party providers to assist in the performance of services under this Agreement, Contractor shall ensure that such subcontractors or providers comply with the same cybersecurity requirements outlined in this Agreement.

(q) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(r) Reserved.

(s) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(t) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(u) Governing Law.

Any claim dispute or controversy arising out of or relating to this Agreement or any addendum ("Dispute") will be governed by and construed with (i) the laws of the State of California, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. Any Dispute shall be brought exclusively in the Superior Court of California, County of Los Angeles, and each Party consents to the personal jurisdiction and venue of that court. Nothing in this Section shall be deemed to waive or limit the City's rights or procedural protections under the California Government Claims Act (Cal. Gov. Code § 810 et seq.) or any other applicable laws.

(v) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), , 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(w) Reserved.

(x) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(y) Reserved.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC,
a Florida limited liability company

Signed by:
Signed: Victor D'Aurio
97788080F6074D0...

Name: Victor D'Aurio

Title: COO

Date: 3/27/2026 | 5:42 AM PDT

CITY OF REDONDO BEACH
a chartered municipal corporation **("Client")**

Signed: _____

Name: _____

Title: _____

Date: _____

PO BOX 270
REDONDO BEACH, CA 90277

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager
4/2/2026 | 9:13 AM PDT

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 23355, INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 23355 ("**Agreement**"):

This Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of the Effective Date of the Agreement, ("**Addendum Effective Date**"), by and between MCCI, LLC, a Florida limited liability corporation, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("Company") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client.

MCCi, LLC represents and warrants that JustFOIA is a Company Affiliate within the meaning of the Agreement and is authorized to provide the JustFOIA Solution and related services under this Addendum. MCCi, LLC is executing this Addendum with authority to bind itself and JustFOIA with respect to all obligations applicable to the JustFOIA Solution. To the full extent allowable under, and subject to, the Agreement and this Addendum, MCCi, LLC shall remain fully responsible for the performance of this Addendum and for the acts and omissions of JustFOIA and its personnel.

For purposes of this Addendum, references to "JustFOIA" refer to the Company Affiliate providing the Solution through MCCi, LLC.

This Addendum is issued pursuant to, and governed by, the Agreement and sets forth Solution-specific scope, pricing, and operational terms applicable to the JustFOIA software solution (the "Solution").

This Addendum is subject to, and incorporates by reference, all applicable terms and conditions of the Agreement, including but not limited to, its provisions on indemnification, insurance, confidentiality, data privacy, ownership of deliverables, warranties, and limitation of liability. If there is any conflict between this Addendum and the Agreement, this Addendum shall control solely with respect to the description, configuration, pricing, warranties, and subscription term of the JustFOIA Solution. The Agreement shall control with respect to risk allocation, indemnification, limitation of liability, insurance, refunds, payment terms, termination rights, and governing law.

This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

MCCi, LLC. ("Company")
a Florida limited liability company

Signed: Signed by: Victor D'Aurio 07788080F6074D9...

Name: Victor D'Aurio

Title: COO

Date: 3/27/2026 | 5:42 AM PDT

CITY OF REDONDO BEACH ("CLIENT")
a chartered municipal corporation

Signed: _____

Name: _____

Title: _____

Date: _____

Signed by: Diane Strickfaden ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager
4/2/2026 | 9:13 AM PDT

PRICING

justfoia
an MCCi brand

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to/Ship to: Michael Cook
mike.cook@redondo.org
cc AP Contact: ap@redondo.org

Client Name: Redondo Beach
Client Address: PO Box 270, Redondo Beach, CA 90277
Quote Number: 39298
Quote Type: New JustFOIA System

Quote Date: 3/24/2026
Subscription Period Start Date: 4/23/2026
Subscription Period End Date: 6/20/2029

Product Description:	*Qty.*	*Unit Cost*	*NCPA 01-162*	*Total*
JustFOIA ANNUAL SERVICES				
O **JustFOIA Enterprise Tier 4: 70,000-149,999 Population**	1	$19,500.00	$17,550.00	$17,550.00
O **Laserfiche Integration for JustFOIA Enterprise**	1	$3,900.00	$3,510.00	$3,510.00
O **Payment Portal**	1	Included	Included	Included
O **Single Sign-On (SSO)**	1	Included	Included	Included
O **Any & All Document Management**	1	Included	Included	Included
O **Unlimited Admins, Power Users & General Users**	1	Included	Included	Included
O **Unlimited Storage**	1	Included	Included	Included
Site Name: Redondo Beach		Included	Included	Included
URL: redondo.justfoia.com		Included	Included	Included
SUBTOTAL - RECURRING ANNUAL SERVICES				*$21,060.00*

Service Description:	*Qty.*	*Unit Cost*	*NCPA 01-162*	*Total*
JustFOIA SERVICE PACKAGES				
O **Enterprise Implementation**	1	$4,750.00	N/A	$4,750.00
O **Configuration of 2 Request Forms**	1	Included	Included	Included
• City Records Requests • General Records Requests				
O **Payment Portal Configuration** *for NCR, Authorize.NET, PayPal, NIC, Catalis, or Paymentus payments*	1	Included	Included	Included
O **Single Sign-On Configuration**	1	Included	Included	Included
O **Any & All Document Management Configuration**	1	Included	Included	Included
O **Laserfiche Integration Configuration for**	1	Included	Included	Included

JustFOIA Enterprise

SUBTOTAL - ONE-TIME SERVICES	*$4,750.00*

o *JustFOIA Subscription Proration for 13+ Months*	$3,346.52
o *Competitive Replacement Promotion for JustFOIA Subscription Proration* *Promotion is based on this quote and if the quote changes the promotion amount is subject to change.* *Expires 4/23/2026*	($3,346.52)

YEAR 1 ORDER COST (04/23/2026 – 6/20/2027)	*$25,810.00*
YEAR 2 ANNUAL SUBSCRIPTION COST (06/21/2027 – 6/20/2028)	*$22,113.00*
YEAR 3 ANNUAL SUBSCRIPTION COST (06/21/2028 – 6/20/2029)	*$23,218.65*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

An annual increase of 5% will be applied to the immediately preceding annual rates. Company will issue a renewal invoice prior to the expiration of the current Subscription Period. The Annual Services portion of this Addendum shall renew only in accordance with Section 3 of the Agreement. If Client does not remit payment within sixty (60) days after the scheduled renewal date, the Order (and/or applicable Addendum) will terminate in accordance with the Agreement.

For clarity, no subscription, renewal, or continuation under this Addendum shall extend beyond the Agreement expiration date unless the Parties execute a written amendment extending the Agreement term.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to Company. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

(a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or

(b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event"),** unless such party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which

appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate Company for services rendered prior to such Event of Non-appropriation.

Upon termination by Client for any reason other than its own material breach, Company shall immediately cease work and refund to Client any prepaid but unearned professional service fees on a pro-rata basis for Services not performed and Deliverables not provided as of the effective termination date. All refunds, if any, including refunds relating to Recurring Services, shall be governed exclusively by Section 3 of the Agreement. Nothing in this Addendum shall be construed to limit or waive Client's refund rights under the Agreement.

[remainder of page intentionally left blank]

BILLING

Company will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▮ **Initial Sale:** Upon receipt of Order. ▮ **Annual Renewal:** 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

Company shall not send any invoices, nor claim payment, for any fees or expenses incurred by Company until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within sixty (60) days from the receipt of each invoice. All refunds, if any, including refunds relating to Recurring Services, shall be governed exclusively by Section 3 of the Agreement.

TECHNICAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	**Technical**	**JMSS**	**JPASS**
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- Company's completion of a Deliverable to Client shall constitute that Company has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, Company and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by Company on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist Company personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist Company with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
  - Create General User and Viewer accounts and respective departments
  - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

COMPANY TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

ENTERPRISE IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Provide additional requirements for the DirectRoute Workflow, if applicable
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
  - Create General User and Viewer accounts and respective departments
  - Create user-created email templates
  - Provide a list of desired dynamic form field(s), keywords and/or external links
- Create General User accounts
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification

COMPANY TASKS & DELIVERABLES

- Deploy site in in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public-facing JustFOIA site and request form(s)
- Lead up to two (2) information-gathering sessions (2 total hours) to understand, guide, and recommend process improvement
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Provide detailed weekly project updates
- Personalize Public Portal with Client branding
- Configure number of request forms defined in the Order and necessary request statuses and workflow task lists
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
  - Conduct requirements gathering (not to exceed 1 hour)
  - Complete testing
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Conduct two (2) additional remote trainings (2 total hours) covering Client's desired topic(s); recordings made available in Training Center
- Configure one (1) DirectRoute Workflow, if required by Client
- Provide technical support through user testing before going live
- Provide quality assurance testing
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

PAYMENT PORTAL CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review Payment Portal Guide
- Set up an account with a valid Payment Processor (NCR, Authorize.net, PayPal, NIC, Catalis, or Paymentus payments)*
  **Recommended that merchant account application be completed at the time of Company contract execution to avoid project delays.*
- Supply necessary credentials from Payment Processor. Examples include:
  - Client Key
  - Web Key
  - API Identifier
  - Payment Type Name
  - Allowed Payment Method
- Participate in testing process

COMPANY TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review Single Sign-on Guide
- Follow the Single Sign-on Guide and best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with Company to walk through any outstanding setup and Q&A, within the scope of Company responsibilities
- Work with Company to determine what pieces of information will be needed
- Participate in testing

COMPANY TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
  - Deliver any relevant documentation for connection type to the client
  - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of Company responsibilities
  - Information gathered by client is provided to Company
  - Enterprise Connection is created and established in the JustFOIA system
    - Client tests the connection to validate it is configured and working correctly
- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

COMPANY TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

LASERFICHE INTEGRATION CONFIGURATION

CLIENT TASKS & DELIVERABLES

- IT review and verification of prerequisites/requirements in the Laserfiche Integration User & Configuration Guide
- Attend all scheduled integration and configuration sessions and respond promptly to requests for information
- Participate in testing

COMPANY TASKS & DELIVERABLES

- Delivery of installable Common Web Services API (CWS API)
- Conduct remote configuration sessions as required to complete the Laserfiche integration
- Complete testing and training

COMPANY ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.
THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

COMPANY DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

Company Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) Company will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to Company's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. Company shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without Company's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by Company.

Client Warranties

Client warrants that Company's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for Company to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without Company's help. Company is not responsible for any damage caused by the user's customization of the system not performed by Company. Company will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For Company to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, Company grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by Company.

CLIENT RESPONSIBILITIES

Files and other content that Company may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not Company, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. Company's obligations and liability and Client's rights are limited by the same. Further, Company neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing Company with information. Client retains full ownership of its information, and Company does not assert ownership. These Assumptions do not grant Company any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

Company may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to Company to use and process such information solely to the extent necessary to fulfill Company's obligations. This license also extends to trusted third parties Company works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

Company may use certain trusted third-party companies and individuals to help Company provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to

Client's information only for purposes of performing these tasks on Company's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with Company. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and Company, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify Company of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

Company will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that Company no longer use Client's information to provide the Solution, Client may request that Company delete its account. Company may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that Company delete Client's information. Please note, however, that there might be latency in deleting information from Company servers and backed-up versions might exist after deletion. In addition, Company does not delete Client information from its server's files that Client has in common with other users, provided that Company's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, Company may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. Company may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. Company does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

Company or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. Company does not warrant or support products or services not provided by Company, whether or not they are designated by Company as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by Company from time to time. For purposes of the Order, "Certified" shall

describe applications and other products developed and sold by third parties that Company has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that Company may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. Company shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. Company is not responsible for, and Client agrees to hold Company harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, Company may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

CERTIFICATE OF LIABILITY INSURANCE

12/1/2025

DATE (MM/DD/YYYY)
12/3/2024

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

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

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0B99399 Los Angeles CA 90017 (213) 689-0065	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1456427 JustFOIA, Inc. 3717 Apalachee Parkway Tallahassee FL 32311	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Valley Forge Insurance Company — 20508 **INSURER B :** American Casualty Company of Reading, PA — 20427 **INSURER C :** The Continental Insurance Company — 35289 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 17681908 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	6072067360	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X Comp. Ded. $100	N	N	6072067343	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Coll. Ded.	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
C	X **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	N	N	6072067357	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6072067326 (AOS) 6079501170 (CA)	12/1/2024 12/1/2024	12/1/2025 12/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Tech E&O/Cyber Liability	N	N	7095180448	12/1/2024	12/1/2025	Limit: $5,000,000 SIR: $50,000	

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

CERTIFICATE HOLDER

17681908
Evidence of Coverage

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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Evidence of Coverage

,

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

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- Email: LACertseDelivery@lockton.com
- Phone: (213) 334- 4669

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Lockton Companies

Lockton Companies
777 South Figueroa Street Los Angeles, CA 90017

CERTIFICATE OF LIABILITY INSURANCE

12/1/2026

DATE (MM/DD/YYYY)
12/1/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1456427 JustFOIA, Inc. 3717 Apalachee Parkway Tallahassee FL 32311	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Berkley National Insurance Company — 38911 **INSURER B :** At-Bay Specialty Insurance Company — 19607 **INSURER C :** Scottsdale Insurance Company — 41297 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 17681908 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	TCP 7030322-12	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X Comp. Ded. $100	N	N	TCP 7030322-12	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Coll. Ded.	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	TCP 7030322-12	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	TWC 7030323-11	12/1/2025	12/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Tech E&O/Cyber Liability	N	N	AB-6712027-01	12/1/2025	12/1/2026	Limit: $5,000,000 SIR: $50,000	
C	XS Tech E&O/Cyber			EKS3600167	12/1/2025	12/1/2026	Limit: $5,000,000 xs $5,000,000	

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

CERTIFICATE HOLDER

17681908
Evidence of Coverage

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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- Email: mountainwestedelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

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Lockton Companies

Administrative Report

H.12., **File #** 26-0419 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE PURCHASE OF ONE 2026 CASE BACKHOE MODEL 580SN 4WD FROM SONSRAY MACHINERY FOR USE BY THE PUBLIC WORKS DEPARTMENT FOR A TOTAL COST OF $180,383

EXECUTIVE SUMMARY

The FY 2025-26 Mid-Year Budget update included funding for the replacement of a critical Public Works Department, Streets Division backhoe (Unit #362) that is in a state of disrepair. Accordingly, this item seeks approval of the purchase of one Case Backhoe Model 580SN 4WD utilizing competitive pricing secured through the City's regular purchasing procedures.

BACKGROUND

In March 2026, the City Council approved Decision Package #10 - *Advance Replacement Backhoe (Vehicle Replacement Fund)* as a part of the FY 2025-26 Mid-Year Budget which appropriated $180,000 for the advance replacement of one Public Works vehicle, Unit # 362. Currently, the Unit is a 2012 model year vehicle with a designated 17-year lifespan in the Vehicle Replacement Schedule that was due for replacement in FY 2028-29. The vehicle requires heavy daily use by the Streets Division, is the only unit of its type in the fleet, and has experienced a significant failure. Given the estimates for repair, the age of the unit, and the critical nature of the unit for daily operations, staff recommended funding be allocated for the advanced replacement. If the purchase is approved, the vehicle will be ordered with delivery anticipated in one-to-two months.

The total purchase price for the Streets Division backhoe (Unit #362) is $180,383, given the Mid-Year appropriation of $180,000, there is no additional appropriation required for the purchase of the proposed Public Works Unit.

Competitive pricing for the backhoe was secured through the City's regular purchasing procedures. The procedures contain a number of competitive purchasing options including the use of a "Piggyback Bid," which enables the City to procure goods or services by utilizing another public entity's recent Request for Proposal or Bid, or the Sourcewell Cooperative Purchasing Program. Cooperative purchasing programs provide valuable benefits to state and local governments. By attaching to national or regional cooperatives, the City has immediate access to legitimately solicited contracts that guarantee pricing and delivery options without expending staff resources on the preparation of its own competitive proposal. Pricing is often better than what the City could obtain independently due to the increased purchasing power of these cooperatives. If approved, the backhoe recommended for replacement would be acquired via Sourcewell Master Contract #011723-

CNH.

COORDINATION

The Public Works Department coordinated this report with the Financial Services Department.

FISCAL IMPACT

Funding for the purchase of the recommended unit was approved as part of the FY 2025-26 Mid-Year Budget via Decision Package #10 - *Advance Replacement Backhoe (Vehicle Replacement Fund)*. Specifically, $180,000 was set aside for the replacement of Unit #362. No additional appropriation to the Public Works Operating Budget is required to complete the recommended purchase.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Quote - Sonsray Machinery Unit #362, Case Model 580SN 4WD

10950 South Norwalk Blvd. · Santa Fe Springs · CA · 90670 TEL: (562) 903-7377
www.SonsrayMachinery.com

Ship To: CITY OF REDONDO BEACH
531 NORTH GERTRUDA AVENUE
REDONDO BEACH CA 90277
Invoice To: CITY OF REDONDO BEACH
531 NORTH GERTRUDA AVENUE
REDONDO BEACH CA 90277

Attention: Mike Klein

Santa Fe Springs
March 17, 2026
BP0016771

ktaylor-0682
310-318-0601
Purchase Order:

Sales Person: Kent Taylor

EQUIPMENT QUOTE/SALES ORDER

2026 CASE 580SN 4WD T4 FINAL.	Serial #: JJGN58SNKTC786944 Stock #: EQ0075947	$143,360.64

SOURCEWELL CONTRACT # 011723-CNH.Contract Period: 04/04/2023 - 04/14/2027 Pricing Revised: 5/15/2025 CITY OF REDONDO BEACH California Los Angeles. County. Members Account # 32882 - CNH Specified discount off List Price/MSRP plus freight, setup, and local delivery. Also surcharge, but this must be placed on a separate line item. These discounts are not allowed with wholesale and/or retail discount(s). BASE LIST PRICE $199,112.00- LESS SOURCEWELL DISCOUNT 28% ($-55,751.36) = 143,360.64*** *** Sourcewell Discount Applied

NEW 580SN 4WD T4 FINAL.
Heavy Front CWT, Extndhoe
Powershift H-Type Transmission
Pilot Controls w/Power Lift
Cold Start Dual Battery
Coupler, Hyd. pin and release
Flip Over/Stabilizer Pads Comb
EHOE & Hyd Pkg- 1 or 2 way AUX
Ride Ctrl, Cmft Str & 3SPL Pkg
2CAB PLT PDH 2WAYC1
Transport Protection
Connectivity NA
5 Year Customer Subscription
Premium Seat
LED Light Package
Optional 4WD Front Axle
2 Door Cab w/ Heat and A/C
82" 4x1 Bkt w/Cutting Edge
Rear Tires 19.5LX24, 10 PR STD
12.5/80x18 10PR Sure grip lug
Standard Climate
English Manual

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

*** MACHINE QUOTED IS SUBJECT TO AVAILABILITY ***
**** INTEREST RATE QUOTED IS BASED ON CURRENT RATES. INTEREST RATE IS SUBJECT TO CHANGE, BASED ON THE FINANCIAL INSTITUTION ****
***Quote Expires 4/30/2026 ***Financing Available on Approved Credit (OAC) ***Unit Based on Availability
*** QUOTED PRICE IS NOT GUARANTEED, AND SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL SURCHARGES ***
Sonsray Edge Is our commitment to keeping your equipment—and your business—moving. When you buy from Sonsray you get more than a machine: you get fast repair response, a 4-day repair goal, and a free loaner if repairs take longer. It's built-in peace of mind, so you can stay focused on the job—not the downtime.

Material Surcharge	$7,168.03
Factory Shipping and Handling WITH LOAD FEE	$5,200.00
FULL PDI with Fuel and Def CAB UNIT	$2,700.00
28AG759 MOUNTING HEAD W/PIN 580SN FOR OLD BREAKIER ONLY	$2,682.95
Delivery Freight TO CUSTOMER	$1,500.00
4 CORNER WARRING STROBES	$ 409.95
DMV. Registration. And service fee. small plate	$ 395.00
WASH / DETAIL	$ 185.00
801304010 1/2 CPLR X 12FORB FF Female	$ 92.40
Set quick connectors from flat to JIC	$ 82.76
Aux Hyd Quick Coupler Male	$ 63.54
EIN DECALS	$ 60.00

Quoted Price	$163,900.27
Sales Tax 9.75%	$15,980.28
Processing Fee	$ 495.00
CA Tire Tax	$ 7.00
Cash Due or Finance Amount	$180,382.55

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.

3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.

4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.

5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.

6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.

7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.

8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.

9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.

10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.

11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

Administrative Report

H.13., **File #** 26-0421 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2604-015, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2025-2026 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE $17,108 IN DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY ("CALRECYCLE") GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

EXECUTIVE SUMMARY

The City annually applies for grants administered by the Department of Resources, Recycling and Recovery (CalRecycle) for the City/County Payment Program to implement eligible beverage container recycling and litter reduction projects. The City of Redondo Beach has been awarded $17,108 in FY 2025-26 grant funds.

BACKGROUND

Annually, the Public Works Department applies to CalRecycle for the City/County Payment Program. The FY 2025-26 allocation is $17,108. If approved, this action would appropriate the funds to the Intergovernmental Grants Fund for use by the Public Works Department for eligible grant expenses. The grant provides funding for California local governments to implement beverage container recycling and litter reduction projects. The Public Works Solid Waste Division administers this grant and intends to utilize the funds to purchase water bottle filling stations and beverage container recycling receptables for public spaces in the City.

COORDINATION

In accordance with City policy, the Public Works Department will coordinate grant administration with the Financial Services Department. The Resolution has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The City has received $17,108 in City/County Payment Program grant funds to be appropriated to the Intergovernmental Grants Fund if approved.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2604-015 Accepting City/County Payment Program Grant Funds from the Department of Resources, Recycling and Recovery

RESOLUTION NO. CC-2604-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2025-2026 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE $17,108 IN DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY ("CALRECYCLE") GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

WHEREAS, it is the intention of the City Council of the City of Redondo Beach to review the adopted budget from time to time; and

WHEREAS, the adopted budget of the City of Redondo Beach ("City") needs to be modified from time to time to appropriate monies from state or federal or other program grants to City funds for allowable expenditures; and

WHEREAS, the City has received an allocation of $17,108 in CalRecycle grant funds; and

WHEREAS, the City intends to use these funds for recycling programs, water bottle filling stations and recycling equipment; and

WHEREAS, the City desires to appropriate the $17,108 in CalRecycle grant funds to the Intergovernmental Grants Fund for allowable expenditures.

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

SECTION 1. That conditions have arisen during the 2025-2026 budget year that require budget modifications and, upon recommendation of the City Manager, the budget as adopted for Fiscal Year 2025-2026 is modified as follows:

> $17,108 in grant funding from CalRecycle shall be appropriated to the Intergovernmental Grants Fund revenue and expenditure budgets established for the grant award and associated with the Public Works Department.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed and instructed to correct the budget records of said City for Fiscal Year 2025-2026 in accordance with the above modification.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of April, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2604-015 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 14th day of April, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

H.14., **File #** 26-0423 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2604-016, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DELEGATING AUTHORITY TO THE CITY MANAGER OR THEIR DESIGNEE, TO ESTABLISH ADMINISTRATIVE PROCEDURES AND PROVIDE NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATIONS REGARDING CONTRACTING FOR SERVICES UNDER AB 339

EXECUTIVE SUMMARY

Assembly Bill 339 (AB 339), which was codified in Government Code Section 3504.1, became effective on January 1, 2026 and established new requirements for public agencies when preparing to contract out services that may impact represented bargaining unit employees. While, historically, the decision to contract out bargaining unit work was already subject to the meet and confer process under the Meyers Milias Brown Act (MMBA), this new legislation amended the MMBA, and mandated that the governing body of public agencies provide 45 days advance written notice to affected labor unions, before issuing either a request for proposal (RFP), request for quote, or renewing/extending certain contracts to perform services that are within the scope of work of represented job classifications. Once the notice is issued, bargaining units have the right to meet and confer regarding the decision and its impacts, before the contract is adopted.

The authors stated that the purpose of AB 339 is to ensure transparency and provide employee organizations with an opportunity to engage in meaningful discussions prior to the implementation of contracting decisions that may displace public employees. The law states that each notice must contain certain specific information, including the scope of work in the contract, the duration of the contract, the anticipated cost, the draft solicitation for the contract, and the reason the agency deems the contract necessary. Staff recommends that the City Council approve the attached Resolution which would delegate the administration of the written noticing requirements under this new law to the City Manager or their designee.

BACKGROUND

AB 339 became effective on January 1, 2026 and added Section 3504.1 to the Government Code, which amended the MMBA as noted above. Specifically, the new law requires that the governing body of a public agency provide a minimum of 45 day written notice to recognized bargaining units before issuing either an RFP, request for quote, or renewing or extending certain contracts to perform services that are within the scope of work of represented job classifications. The law also states that each notice must contain certain specific information, including the scope of work in the contract, the

duration of the contract, the anticipated cost, the draft solicitation for the contract, and the reason the agency deems the contract necessary.

The law does list certain exemptions from the noticing requirement, for certain types of contracts, as follows:

- Contracts for construction, alteration, demolition, installation, repair, or maintenance of public works prevailing wage projects
- Contracts for highly specialized data, software, or services related to the above public works projects
- Contracts for professional services (described in Government Code Sections 4525 or 4529.10) that are related to the planning, design, administration, oversight, review or delivery of public works, residential, commercial or industrial buildings, or other infrastructure projects subject to adopted uniform codes or standards

Staff is currently compiling a list of new and ongoing City contracts that may fall under this noticing requirement. To ensure compliance with AB 339 and to promote administrative efficiency, staff recommends that the City Council adopt the attached Resolution and delegate authority to the City Manager, or designee, to carry out all procedural requirements associated with the required union notifications.

COORDINATION

The Human Resources Department coordinated with the City Attorney's Office in preparing the resolution.

FISCAL IMPACT

There is no fiscal impact associated with this item. Funding to produce the report is available in the FY 2025-26 Budget for the Human Resources Department.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - CC-2604-016 Delegating Authority to the City Manager or their Designee, to Establish Administrative Procedures and Provide Notices to Recognized Employee Organizations Regarding Contracting for Services Under AB 339

RESOLUTION NO. CC-2604-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DELEGATING AUTHORITY TO THE CITY MANAGER OR THEIR DESIGNEE, TO ESTABLISH ADMINISTRATIVE PROCEDURES AND PROVIDE NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATIONS REGARDING CONTRACTING FOR SERVICES UNDER AB 339

WHEREAS, THE City of Redondo Beach is a public agency subject to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq), which governs labor relations between local public agencies and recognized employee organizations; and

WHEREAS, Assembly Bill 339 codified Government Code Section 3504.1, and effective January 1, 2026 requires local public agencies to provide written notice to recognized employee organizations before issuing a request for proposals, request for quotes, or renewing or extending a contract for services that could be within the scope of work of represented job classes; and

WHEREAS, Government Code Section 3504.1 requires such notice to be provided no less than forty-five (45) days prior to issuing a solicitation or taking action on a covered contract, and requires certain information regarding the anticipated contract to be provided to the employee organization; and

WHEREAS, the City Council finds that administration of these notice requirements is an operational and administrative function appropriately carried out by the City Manager or the City Manager's designee; and

WHEREAS, the City Council desires to authorize the City Manager to provide and delegate the required notices in order to ensure timely compliance with Government Code Section 3504.1.

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

SECTION 1. The City Manager or their designee is hereby authorized to establish the administrative procedures necessary and to provide written notice to recognized employee organizations as required by Government Code Section 3504.1, prior to issuing a request for proposals, request for quotes, or renewing or extending a contract for services within the scope of work of job classifications represented by a recognized employee organization.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of April, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2604-016 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 14th day of April, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

H.15., **File #** 26-0424 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AMENDMENT TO THE AGREEMENT WITH C J CONCRETE CONSTRUCTION, INC. FOR SIDEWALK REPAIR SERVICES INCREASING THE CONTRACT AMOUNT BY $600,000 FOR A NEW TOTAL NOT TO EXCEED $1,180,000

EXECUTIVE SUMMARY

Approval of the proposed amendment would increase the Agreement with C J Concrete Construction, Inc. by $600,000 to provide additional repair services for damaged sidewalks and other concrete infrastructure, such as curbs and gutters, driveway approaches, and curb ramps. The new total value of the contract, for the as-needed services, would not exceed $1,180,000. C J Concrete has agreed to maintain its current unit pricing.

BACKGROUND

The Public Works Department is responsible for maintaining sidewalks throughout Redondo Beach to address faults that could present trip hazards for pedestrians and expose the City to liability. A majority of faults can be eliminated by grinding away raised sections, or by installing small concrete ramps to smooth out transition areas. However, when faults in sections of sidewalk, curb and gutter, driveway approaches, and curb ramps exceed one and a half inches, they can't be mitigated by basic grinding and ramping and, instead, require removal and replacement.

While the Public Works Department has some capacity to perform this service in-house, staffing resources are limited to accomplish extensive and systematic concrete removal and replacement. Staff recommends the City continue to contract sidewalk replacement services with an outside vendor on an on-call basis to compliment the work of the City's regular maintenance crews. This allows City resources to remain agile and address urgent tasks as they present themselves. The City's current contractor, C J Concrete Construction Inc., specializes in sidewalk replacement work and has extensive experience providing similar services for cities throughout the greater Los Angeles area. They have provided reliable, high-quality, and affordable services for the City since 2022.

On April 1, 2025, the City Council approved an Agreement with C J Concrete Construction, Inc. of Santa Fe Springs, CA for a total not to exceed amount of $580,000. The current Agreement term is for two years with the option to extend for one additional year. Since the Agreement was executed in April 2025, the Public Works Streets Division has managed the efforts of C. J Concrete Construction, Inc. in the City to complete a number of projects with expedited timelines. Work to date includes sidewalk and curb repairs, sidewalk uplift resolution, ADA curb-ramp installations, concrete repairs in

the Fleet and Street Maintenance areas of the Public Works Yard, and the installation of speed tables approved by Council at Avenida del Norte and Julia Court. C J Concrete Construction, Inc. has proven to be effective and cost-efficient partner in providing concrete replacement work for the City, and staff is recommending an amendment to the Agreement to allow the contractor to perform additional on-call assignments for the City.

The original monetary limit of $580,000 of the Agreement has been expended. In order for C J Concrete Construction, Inc. to continue sidewalk improvements, staff is requesting that Council approve an amendment to the Agreement to increase the not to exceed amount by $600,000, resulting in a new not to exceed total of $1,180,000. C J Concrete Construction, Inc. has agreed to maintain its current unit pricing. If approved, the Public Works Streets Division will continue to direct the contractor to complete projects, including sidewalk improvements focused on uplifted sidewalk panels in the path of travel and City Parks, along with ramp installations to improve the connectivity of bike facilities.

The pricing proposed by C J Concrete Construction, Inc. in the Agreement matches the unit pricing contained in a contract awarded by the City of Santa Ana through a competitive bidding process, which satisfies the City's regular purchasing requirements. There is no proposed change to pricing approved in Exhibit C of the Agreement, and no other changes to the terms of the Agreement are being proposed at this time.

COORDINATION

The Public Works Department prepared the administrative report and the City Attorney's Office prepared the proposed Agreement.

FISCAL IMPACT

Funding to increase the not to exceed amount of the Agreement is available in the Sidewalk Improvements and Repairs Project ($500,000) account and the Bicycle Improvements Project ($100,000) account. The cost for C J Concrete Construction, Inc. to provide on-call sidewalk replacement services would not exceed $1,180,000 for the term of the Agreement.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - First Amendment to the Agreement with C J Concrete Construction, Inc.
- Agmt - C J Concrete Construction, Inc., April 1, 2025
- Insurance - C J Concrete Construction, Inc.

FIRST AMENDMENT TO PROJECT SERVICES AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND C J CONCRETE CONSTRUCTION, INC.

THIS FIRST AMENDMENT FOR PROJECT SERVICES (this "First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and C J Concrete Construction, Inc., a California corporation ("Contractor" or "Consultant").

WHEREAS, on April 1, 2025 the parties originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

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

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", which increases Contractor's total compensation by $600,000, setting a new total compensation limit of $1,180,000. Exhibit "C-1" is attached hereto and incorporated by this reference. Contractor shall be compensated for the services described in Exhibit "A" of the Agreement.

2. **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 agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 14th day of April, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

C J CONCRETE CONSTRUCTION, INC.,
a California corporation

DocuSigned by:
AFEC64ACAD8C4F2...

By: _____
Name: John C Sarno
Title: President
4/1/2026 | 3:15 PM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT**: Contractor shall be compensated for the services described in Exhibit "A" at the fully burdened unit prices listed below, which include all labor, materials, equipment, overhead, and profit. No additional costs, expenses, or markups shall be reimbursed beyond the rates specified in the following tables.

Description	Unit	Unit Price
Unclassified Excavation	CY	$100.00
AC Pavement	TN	$250.00
Asphalt Rubber Hot Mix	TN	$130.00
Exposed Aggregate PCC Median	SF	$40.00
PCC Curb Ramp	SF	$35.00
PCC Curb & Gutter (type A-2-6)	LF	$80.00
PCC Sidewalk (T=4")	SF	$13.00
PCC Cross=Gutter (W=6')	SF	$30.00
PCC Alley Apron	SF	$20.00
PCC Driveway Approach (Commercial T=+8")	SF	$17.00
PCC Pavement	CY	$300.00
Adjust Water Valve Frame & Cover To Finished Grade	EA	$800.00
Adjust Water Meter Frame & Cover to Finished Grade	EA	$800.00
Electrical Meter Pedestal	EA	$7,000.00
Install Street Light Pole	EA	$33,500.00
Install 2" PVC Conduit	LF	$85.00

Description	Unit	Unit Price
Pothole Street Light Pole Location	EA	$1,000.00
Pothole Utilities Not Shown on Plan	EA	$1,000.00

B. **NOT TO EXCEED AMOUNT:** In no event shall Contractor's total compensation, exceed $1,180,000 under the Agreement, as amended.

C. **METHOD OF PAYMENT:** Contractor shall submit monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information:

1. Description of product and/or service
2. Quantity
3. Unit Price
4. Subtotal
5. Total Amount
6. All City approved and documented subcontractor invoices (if applicable).

Invoices 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.

D. **SCHEDULE FOR PAYMENT**: City agrees to pay Contractor within thirty (30) days of City's receipt of the monthly invoice; provided, that the invoice is not disputed and services have been completed to the City's reasonable satisfaction.

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: C J Concrete Construction, Inc.
10142 Shoemaker Ave
Santa Fe Springs, CA 90670
Attention: John C. Sarno
Email: rachelj@cjinc.biz

City: City of Redondo Beach
Public Works Department
531 N Gertruda Ave
Redondo Beach, CA 90277
Attention: Andrea Delap
Email: andrea.delap@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.

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND C J CONCRETE CONSTRUCTION, INC.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and C J Concrete Construction, 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. California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as 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, 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 11/2 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.

18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first

obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2025

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURERS AFFORDING COVERAGE — NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935
INSURED C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 108** **REVISION NUMBER: 0**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	1845023	11/12/2025	11/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	1845023	11/12/2025	11/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	1845025	11/12/2025	11/12/2026	EACH OCCURRENCE AGGREGATE	$8,000,000 $8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

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

SEE ATTACHED PAGE

CERTIFICATE HOLDER

CITY OF REDONDO BEACH DEPARTMENT OF ENGINEERING AND BUILDING SERVICES
415 DIAMOND ST
REDONDO BEACH, CA 90277-2836

108 0

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nicholas R. Zoeven

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404
POLICY NUMBER SEE CERTIFICATE # 108.0		
CARRIER SEE CERTIFICATE # 108.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 108.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: CITY OF REDONDO BEACH 415 DIAMOND ST. REDONDO BEACH, CA 90277
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSURED INCLUDES: THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B) ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
SHOULD ANY OF THE POLICIES LISTED BE CANCELED BEFORE THE EXPIRATION DATE THEREOF FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, WE WILL MAIL THE CERTIFICATE HOLDER WRITTEN NOTICE 30 DAYS IN ADVANCE.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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Administrative Report

H.16., **File #** 26-0426 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: JOY A. FORD, CITY ATTORNEY

TITLE
RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

EXECUTIVE SUMMARY
Pursuant to Redondo Beach Municipal Code Section 2-11.05, the City Attorney or a representative shall be authorized, pursuant to Section 935.4 of the Government Code of the State, with the power and authority to adjust, compromise, or settle any type of claim against the City in an amount up to, but not to exceed, $25,000.

BACKGROUND
The City Attorney's office authorized the following settlements:

Worker's compensation case for Alicia Taggart in the amount of $17,545.

COORDINATION
The City Attorney's Office coordinated with the Department of Human Resources in connection with the preparation of this report.

FISCAL IMPACT
Settlements are paid out of the City's self-insurance fund.

Submitted by:

Joy A. Ford, City Attorney

Administrative Report

H.17., **File #** 26-0430 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: JOY A. FORD, CITY ATTORNEY

TITLE

APPROVE THE LEGAL SERVICES AGREEMENT WITH COVINGTON & BURLING, LLP FOR LEGAL SERVICES

EXECUTIVE SUMMARY

This Agreement for Legal Services with Covington & Burling LLP will allow Abigail O'Brient to continue to represent the City in Bankruptcy matters.

BACKGROUND

The City Attorney's office maintains a list of approved law firms and attorneys from which to select when special expertise is required on legal matters.

Attorney Abigail O'Brient was representing the City of Redondo Beach on Bankruptcy matters when she was employed at the law firm of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. Starting January 1, 2024, Ms. O'Brient moved to the law firm of Covington & Burling LLP. On April 2, 2024, the City entered into an Agreement for Legal Services, which terminated on December 31, 2024. The City entered into another agreement that expired on December 31, 2025.

This Agreement would allow Abigail O'Brient to continue her representation of the City of Redondo Beach on a complex Bankruptcy matter.

COORDINATION

The Agreement has been approved by Covington & Burling LLP and has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

In 2024, Covington & Burling LLP offered a blended rate of $760 an hour. They allowed the City to use this rate because it was the same fee structured used by Ms. O'Brient's former firm. Covington and Burling LLP is now requesting a fee increase to a blended rate of $1,495. Ms. O'Brient and other senior lawyers have a standard billing rate of $1,725. Associates have a billing rate of $1,295. In the past year, the blended rate has proven to be a better fiscal option than paying the standard billing rates.

Submitted by:

Joy A. Ford, City Attorney

ATTACHMENTS

- Agreement

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made this 14th day of April 2026, by the CITY OF REDONDO BEACH, a municipal corporation, ("CITY"), and COVINGTON & BURLING LLP ("ATTORNEY").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement for Legal Services ("Agreement") is entered into pursuant to Redondo Beach City Council authorization on April 14th, 2026.

2. The CITY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

3. The CITY and ATTORNEY entered into an Agreement for Legal Services dated September 2, 2025 and which terminated on December 31, 2025.

4, ATTORNEY provided services to CITY during the period of January 1, 2026 through April 14, 2026.

5. The CITY and ATTORNEY desire to enter into this new Agreement upon the terms and conditions herein.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement**. This Agreement shall cover services rendered from January 1, 2026 to December 31, 2027, unless terminated earlier pursuant to Section 3.5.

2. **Services to be Provided**.

   2.1 Services. The services to be performed by ATTORNEY shall consist of the following: Legal Services as assigned by the City Attorney's Office with respect to the chapter 11 bankruptcy case captioned *In re 9300 Wilshire, LLC*, Bankr. C.D. Cal. case no. 2:23-bk-10918-VZ (the "REPRESENTATION").

   2.2 Client. CITY shall be ATTORNEY'S client in this representation, and not any of the CITY'S related parties.

3. **Compensation**. ATTORNEY shall be compensated as follows:

3.1 Amount. $1495 per hour. This is a blended rate. Abigail O'Brient will be the primary attorney performing legal services pursuant to this Agreement but she is authorized to use other members of the firm to assist her in this work. Compensation under this Agreement shall be paid only for assigned work and after approval of hourly billing statement by the City Attorney. If CITY engages ATTORNEY to continue the REPRESENTATION after December 31, 2027, the CITY and ATTORNEY shall negotiate in good faith regarding ATTORNEY'S compensation commencing on January 1, 2028 and an amendment to this Agreement must be agreed to by both parties and approved by the City Council.

3.2 Payment. For work performed under this Agreement, payment shall be made per monthly invoice. Payment of ATTORNEY'S invoices in full is due within 30 days of receipt. If any statement remains unpaid for more than 60 days, CITY agrees that ATTORNEY will have the right to cease performing services until satisfactory arrangements have been made for payment of outstanding statements and payment of future statements.

3.3 Expenses and Records of Expenses. ATTORNEY shall keep accurate records of time and expenses. These records will be made available to CITY. ATTORNEY's invoices may include charges for support services incurred on CITY'S behalf, such as printing, duplicating, transcripts, computer research, telecommunications, any secretarial overtime attributable to CITY'S special needs, mail, deliveries and the like, as well as out-of-pocket costs, such as travel. If substantial third-party payments (such as co-counsel fees, expert fees, special studies, transcripts, or any single charge of more than $1,000) are required, ATTORNEY reserves the right to forward the charge to CITY for CITY to pay directly, or to ask CITY to advance to ATTORNEY funds sufficient to allow ATTORNEY to pay the charge on CITY'S behalf.

3.4 Hours. No specific number of hours of work is guaranteed. It is expected that Attorney's services will be on an as needed basis depending upon the work load.

3.5 Termination. CITY and ATTORNEY shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice.

4. **Insurance Requirements**.

4.1 Workers' Compensation Insurance. ATTORNEY shall maintain Workers' Compensation Insurance where applicable.

4.2 Insurance Amounts. ATTORNEY is not authorized to drive an automobile

for the CITY or on CITY business.

4.3 Malpractice Insurance. ATTORNEY shall maintain malpractice insurance as agreed between CITY and ATTORNEY.

5. **Non-Liability of Officials and Employees of the CITY**. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

6. **Non-Liability of Partners of ATTORNEY**. ATTORNEY is a limited liability partnership organized under the laws of the District of Columbia. Under this form of partnership, a partner's personal assets are not subject to claims against ATTORNEY (and other partners) based on contracts, professional negligence or other liability unless the partner is personally liable based on his or her own conduct.

7. **Non-Discrimination**. ATTORNEY covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

8. **Independent Contractor**. It is agreed to that ATTORNEY shall work as an independent contractor and not as employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

9. **Compliance with Law**. ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

10. **Ownership of Work Product**. All documents or other information developed or received by ATTORNEY in the course and scope of work for the City shall be the property of CITY. ATTORNEY shall provide CITY with copies of these items upon demand or upon termination of this Agreement. ATTORNEY retains ownership of and may re-use ATTORNEY's own know-how and precedents even if used or generated for ATTORNEY's representation of CITY, subject to ATTORNEY's professional ethical obligations to CITY.

11. **Conflict of Interest and Reporting**.

11.1 ATTORNEY shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement. ATTORNEY agrees to complete and file a California State Form 730 disclosure statement if required by the City Attorney.

11.2 CITY consents and agrees that ATTORNEY may be adverse to CITY on behalf of other clients in matters that are not substantially related to the REPRESENTATION or to any additional matter we may undertake on CITY'S behalf in the future. ATTORNEY might be adverse to CITY in

litigation, intellectual property matters (including patent litigation), transactional matters, counseling, matters involving administrative agencies, lobbying and other legislative matters, or any other type of matter so long as the matter is not substantially related to work ATTORNEY has performed for CITY. If there are parties adverse to CITY in the REPRESENTATION, it is possible that those adverse parties will have need for counsel in matters that are not adverse to CITY and which do not have a substantial relationship to the REPRESENTATION. Even though ATTORNEY would, as a result, receive some fee income from CITY'S adversary, CITY consents to ATTORNEY'S representing such parties in such matters. ATTORNEY commits to continued zealous representation of CITY'S interests in the REPRESENTATION notwithstanding any fee income ATTORNEY may receive from CITY'S adversary.

12. **Electronic Devices**. CITY and ATTORNEY may use electronic devices and Internet services to communicate with each other and forward documents, notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. CITY agrees that the benefits of such technology outweigh the risks of unauthorized disclosure.

13. **Notices**. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

    a. Address of ATTORNEY is as follows:
    Covington & Burling LLP
    Attention: Abigail O'Brient
    1999 Avenue of the Stars
    Los Angeles, CA 90067-4643

    b. Address of CITY is as follows:
    City Attorney's Office
    415 Diamond Street
    Redondo Beach, California 90277

14. **Licenses, Permits, and Fees**. ATTORNEY shall maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement.

15. **Familiarity with Work**. By executing this Agreement, ATTORNEY warrants that: (1) he has investigated the work to be performed, (2) he has investigated the site of the work and is aware of all conditions there; and (3) he understands the difficulties and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until instructions are received from

CITY.

16. **Time of Essence**. Time is of the essence in the performance of this Agreement.

17. **Limitations Upon Subcontracting and Assignment**. Neither this Agreement or any portion shall be assigned by ATTORNEY without prior consent of the CITY ATTORNEY.

18. **Authority to Execute**. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

19. **Modification**. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.

20. **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Los Angeles County Superior Court.

21. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.

22. **Preservation of Agreement**. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY OF REDONDO BEACH

By: _____
James A. Light, Mayor

Date: _____

ATTEST:

By: _____
Eleanor Manzano, City Clerk

COVINGTON & BURLING LLP

By: Signed by: Abigail O'Brient 177F6B27B6434A3... _____
Abigail O'Brient, Attorney

Date: 4/3/2026 | 9:13 AM PDT

APPROVED AS TO FORM:

By: _____
Joy A. Ford, City Attorney

ALAS
Attorneys' Liability Assurance Society

April 2, 2026

Covington & Burling LLP
One CityCenter
850 Tenth Street, NW
Washington, D.C. 20001-4956

To Whom It May Concern:

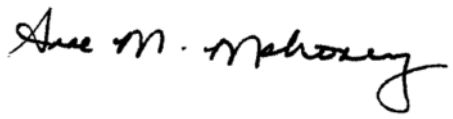
CONFIRMATION OF INSURANCE

We hereby confirm that Covington & Burling LLP has Professional Liability Coverage under Policy LPL-1009-2026 with limits of liability not less than $2,000,000 per claim and $2,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2026 to January 1, 2027.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP



By: Date: 4/2/2026
Anne M. Mahoney
Assistant Director of Underwriting

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax
alas.com

Administrative Report

H.18., **File #** 26-0439 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

TITLE

APPROVE AN AMENDMENT TO THE AGREEMENT WITH PEGASUS STUDIOS TO ADD $100,800 IN FUNDING TO CONTINUE AUDIO/VISUAL SERVICES FOR THE LIVE BROADCASTING OF ALL CITY COUNCIL, COMMISSION, AND SPECIAL MEETINGS AND TO EXTEND THE TERM FOR AN ADDITIONAL YEAR THROUGH APRIL 16, 2027

EXECUTIVE SUMMARY

Approval of this item would amend the Agreement with Pegasus Studios to continue Audio/Visual project and video production services for the live broadcasting of all City Council, Commission, and Special Meetings hosted in the City Council Chambers and Redondo Beach Main Library. The existing Agreement is funded through April 16, 2026. The proposed amendment would provide $100,800 in additional funding to continue these services and extend the term for an additional year through April 16, 2027. The total not to exceed cost of the Agreement, following approval of the amendment, would be $210,800.

BACKGROUND

The City of Redondo Beach has used third parties to facilitate live video broadcasting of its public meetings for over 30 years. Following the retirement of the City's long-time video broadcasting partner, Pegasus Studios was selected to continue broadcasting operations and has since provided high quality production-level services for all public meetings.

In order to maintain continuity of service, and ensure all City Council, Commission, and Special Meetings are broadcast to the community, staff recommends amending the Agreement to add an additional $100,800 in funding to the Agreement and extend the term for another year, through April 16, 2027.

COORDINATION

Information Technology Department staff coordinated directly with Pegasus Studios to structure and scope the Agreement, which 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 Internal Service Fund Budget. The total not to exceed cost of the Agreement would be increased by $100,800 to $210,800. Costs are based on the upper range of hours anticipated for the work. Total cost will depend on the total number of meetings held, as well as the total number of hours the City utilizes Pegasus Studios' staff to complete assigned tasks.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - First Amendment to the Agreement with Pegasus Studios
- Agmt - Original Agreement with Pegasus Studios, April 15, 2025
- Insurance - Pegasus Studios

FIRST AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH AND PEGASUS STUDIOS

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 Pegasus Studios, a California corporation ("Contractor").

WHEREAS, on April 15, 2025, the parties hereto originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, the parties 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 AND TIME OF COMPLETION.** Exhibit “B” of the Agreement is hereby amended to add Exhibit “B-1”, which extends the Agreement to April 16, 2027. Exhibit “B-1” is attached hereto and incorporated by this 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”, as amended by Exhibit “B-1”.

2. **COMPENSATION**. Exhibit "C" of the Agreement is hereby amended to add Exhibit “C-1”, which increases Contractor’s total compensation by $100,800, setting a new compensation limit of $210,800. Exhibit “C-1” is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit “A” of the Agreement.

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 14th day of April, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

PEGASUS STUDIOS,
a California corporation

DocuSigned by:
Robert Schwieger
72F83CD0038C44F...

By: _____
Name: Robert Schwieger
Title: President
4/1/2026 | 9:51 AM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT “B-1”

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall be extended to April 16, 2027, 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.

A. **AMOUNT.** Contractor shall be paid a monthly fee in the amount of $8,400 for the services described in Exhibit “A”, amounting to an annual total of $100,800. This amount does not include compensation for additional services requested by the City under Section B below.

B. **ADDITIONAL SERVICES.** In the event the City requests additional services as described in Section K of Exhibit “A” of the Agreement, Contractor shall be paid in accordance with the following schedule.

Description of Services	**Rate**
Emergency broadcast services or maintenance services	$175 per hour
Onboarding	$600 per day

C. **NOT TO EXCEED AMOUNT.** Notwithstanding any other provision of the Agreement, as amended, in no event shall the total cumulative compensation paid to Contractor exceed $ 210,800.

D. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. The invoices shall include:

1. Dates and locations of service;
2. Description of services performed;
3. Monthly fee;
4. If applicable, the hourly and/or daily rates, and number of hours worked; and
5. If applicable, subcontractor costs.

Invoices must be based on the work performed in the prior month. Copies of subcontractor invoices, and/or supporting documentation shall be attached as applicable. Invoices must be itemized, adequately detailed, and based on accurate records, in a form reasonably satisfactory to City. Contractor shall provide any other back-up material upon request.

E. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of City’s receipt of the monthly invoice(s); provided, however, that services are completed to City’s full satisfaction.

F. **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: Pegasus Studios
5760 Lindero Canyon Road, #1151
Westlake Village, CA 91362
Attention: Robert Schwieger
Email: robert@pegstudios.com

City: City of Redondo Beach
Information Technology Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Mike Cook, Information Technology Director
Email: mike.cook@redondo.og

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 PEGASUS STUDIOS

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Pegasus Studios, a California corporation ("Contractor").

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".

* * * * *

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 15th day of April, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8F644F1...
James A. Light, Mayor

PEGASUS STUDIOS,
a California corporation

DocuSigned by:
By: Robert Schwieger
72F83CD0038C44F...
Name: Robert Schwieger
Title: President

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CE...
Eleanor Manzano, City Clerk

APPROVED:

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

APPROVED AS TO FORM:

Signed by:
A5A27AAE40834DE...
Joy A. Ford, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

CONTRACTOR'S DUTIES
Contractor shall perform the following services for all public meetings conducted by the City, including City council meetings, commission meetings, and any special meetings.

Contractor shall:

A. Boot up to fifteen PCs in the designated City meeting room.

B. Open the meeting agendas on the dais PCs, and open all applications on the City Clerk's computer to facilitate the meeting.

C. Test all the microphones and conduct light Audiovisual ("A/V") troubleshooting.

D. Update the overlay slides for each meeting.

E. Switch the lobby computers alternating from the live broadcast to the most recent recording.

F. Activate the A/V system, ensuring that the correct video sources are connected to initiate the meeting.

G. Start the broadcast to YouTube (via Wirecast), Granicus, Zoom and the City's Public, Educational, and Governmental Access channels approximately fifteen minutes prior to the meeting.

H. Monitor and ensure the audio and video are streaming correctly, including troubleshooting and resolving any streaming issues.

I. Operate camera switches, zoom, and audio switches during the broadcast

J. Organize the recordings and conclude the session once the meeting is completed.

K. Upon City's request, provide additional services, including on call services, emergency broadcast services, maintenance, and/or onboarding.

EXHIBIT “B”

TERM AND TIME FOR COMPLETION

TERM. The term of this Agreement shall commence on April 17, 2025 and expire on April 16, 2026, 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 a monthly fee in the amount of $8,400 for the services described in Exhibit “A”, amounting to an annual total of $100,800. This amount does not include compensation for additional services requested by the City under Section B below.

B. **ADDITIONAL SERVICES.** In the event the City requests additional services as described in Section K of Exhibit “A” of the Agreement, Contractor shall be paid in accordance with the following schedule.

Description of Services	**Rate**
Emergency broadcast services or maintenance services	$175 per hour
Onboarding	$600 per day

Notwithstanding any other provision of this Agreement, under no circumstances shall the total compensation paid to Contractor exceed $110,000.

C. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. The invoices shall include:

1. Dates and locations of service;
2. Description of services performed;
3. Monthly fee;
4. If applicable, the hourly and/or daily rates, and number of hours worked; and
5. If applicable, subcontractor costs.

Invoices must be based on the work performed in the prior month. Copies of subcontractor invoices, and/or supporting documentation shall be attached as applicable. Invoices must be itemized, adequately detailed, and based on accurate records, in a form reasonably satisfactory to City. Contractor shall provide any other back-up material upon request.

D. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of City’s receipt of the monthly invoice(s), provided, however, that services are completed to City’s full satisfaction.

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: Pegasus Studios
5760 Lindero Canyon Road, #1151
Westlake Village, CA 91362
Attention: Robert Schwieger
Email: robert@pegstudios.com

City: City of Redondo Beach
Information Technology Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Mike Cook, Information Technology Director
Email: mike.cook@redondo.og

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, and employees 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, and employees 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, and employees 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, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2026

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

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

PRODUCER
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742

License#: 0F82764

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 **FAX (A/C, No):** 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Travelers Casualty Insurance Co. of America	19046
INSURER C : Coalition Insurance Solutions, Inc.	29530
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pegasus Studios
5760 Lindero Canyon Road, #1151
Westlake Village, CA 91362

PEGASTU-01

COVERAGES **CERTIFICATE NUMBER:** 1239745794 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	680-4X180440-25-42	4/29/2025	4/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired & Non-owned	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BA-B8332249-25-42-G	8/12/2025	8/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP-4X18065A-25-42	4/29/2025	4/29/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-4X180519-25-42-G	4/29/2025	4/29/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber Liability			C-4LPX-308040-CYBER-2025	10/14/2025	10/14/2026	Aggregate/Per Event	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured on the General Liability and Auto Liability. Primary and Non-Contributory on the General Liability and Auto Liability. Waiver of Subrogation on the General Liability. Umbrella follows form, subject to the terms and conditions of the policy.

The aforementioned coverage is provided to the extent in the attached forms for: City of Redondo Beach, and The City, its officers, elected and appointed officials, and employees.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

CITY OF REDONDO BEACH, ITS OFFICERS AND EMPLOYEES. 415 DIAMOND STREET REDONDO BEACH,CA 90277

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5.**, **Other Insurance**, in **B.**, **General Conditions**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
   a. Limits of Insurance – The following limits of liability apply:
      1. The limits which you agreed to provide; or
      2. The limits shown on the declarations,

      whichever is less.
   b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
   a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
   b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      2. Supervisory, inspection or engineering services.

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TABLE OF CONTENTS

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
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SECTION I – COVERAGES — Beginning on Page

Coverage A –
Bodily Injury and Property Damage Liability — Insuring Agreement 1
Exclusions 2

Coverage B –
Personal and Advertising Injury Liability — Insuring Agreement 6
Exclusions 6

Coverage C –
Medical Payments — Insuring Agreement 9
Exclusions 9

Supplementary Payments 10

SECTION II – WHO IS AN INSURED 11

SECTION III – LIMITS OF INSURANCE 13

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 13

Bankruptcy 13
Duties In The Event Of Occurrence, Offense, Claim Or Suit 13
Legal Action Against Us 14
Other Insurance 15
Premium Audit 16
Representations 16
Separation Of Insureds 16
Transfer Of Rights Of Recovery Against Others To Us 16
When We Do Not Renew 16

SECTION V – DEFINITIONS 16

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**,or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to,or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidenital Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION** II - **WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI** - **DEFINITIONS.**

SECTION I - **COVERAGES**

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION** III - **LIMITS OF INSURANCE.**

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date prov1s1on, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B - UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B UMBRELLA LIABILITY, of SECTION** II - **WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION** III - **LIMITS OF INSURANCE.**

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B UMBRELLA LIABILITY of SECTION** II - **WHO IS AN INSURED,** or any "employee" authorized by you to give notice of an "occurrence" or claim;

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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B - UMBRELLA LIABILITY,** of **SECTION** II - **WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
   a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.
2. Coverage **C** of this insurance applies to "crisis management service expenses" that:
   a. Arise out of a "crisis management event" that first commences during the policy period;
   b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
   c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
   a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
   b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.
4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION** III - **LIMITS OF INSURANCE.**
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
   a. Under Coverage **A,** against a "suit" seeking damages to which such coverage applies, if:
      (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1), (2)** and **(3) of COVERAGE A - EXCESS FOLLOW-FORM LIABILITY** of **SECTION** I - **COVERAGES;** or
      (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

      For any "suit" for which we have the right and duty to defend the insured under Coverage **A,** defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or
   b. Under Coverage **B,** against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
   a. Seeking damages to which this insurance does not apply; or
   b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

   With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A - EXCESS FOLLOW-FORM LIABILITY,** these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B - UMBRELLA LIABILITY,** these payments will not reduce the applicable limits of insurance.

SECTION II - **WHO IS AN INSURED**

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A,** the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B - UMBRELLA LIABILITY

With respect to Coverage **B:**

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

   b. Coverage for such organization does not apply to:

      (1) "Bodily injury" or "property damage" that occurred; or

      (2) "Personal injury" or "advertising injury" arising out of an offense committed;

      before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B. of SECTION** II - **WHO IS AN INSURED.**

C. COVERAGE C CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C,** the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

   b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - **LIMITS OF INSURANCE**

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1. of SECTION** I - **COVERAGES,** for any "suit" for which we have the right and duty to defend the insured under Coverage **A,** defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B. or C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV - EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B:**

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1), (2) or (3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B:**

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

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b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the superv1s1on, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" ans1ng out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the superv1s1on, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" ans1ng out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is SO-feet long or less and that:

(1) You own; or

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(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

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18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" ansIng out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" ansIng out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1), (2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C:**

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V - CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 1O days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D., DEFENSE AND SUPPLEMENTARY PAYMENTS, of SECTION I - COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A,** the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

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this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1., 2. or 3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1), (2)** and **(3) of COVERAGE A - EXCESS FOLLOW-FORM LIABILITY of SECTION** I - **COVERAGES.** As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION** II - **WHO IS AN INSURED.**

0. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A,** the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A,** the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receIvIng amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI - DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1), (2)** and **(3) of COVERAGE A - EXCESS FOLLOW-FORM LIABILITY** of **SECTION** I - **COVERAGES;** and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a. or b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A:**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

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a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

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b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a., b., c. or d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

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b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means 1nJury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

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21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

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Administrative Report

H.19., **File #** 26-0443 **Meeting Date:** 4/14/2026

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 CHRISTOPHER YATES FOR A PERFORMANCE AND ACTIVITY SUPPORTING THE CITY BIRTHDAY CELEBRATION SCHEDULED TO TAKE PLACE ON APRIL 26, 2026 AT THE REDONDO BEACH HISTORICAL MUSEUM

EXECUTIVE SUMMARY

Christopher Yates has applied to have the business license tax waived for himself and an external vendor providing services for the City's Birthday Celebration scheduled to take place on April 26, 2026. The activities will aid in the annual celebration of the City's birthday.

BACKGROUND

The City of Redondo Beach will host its annual City Birthday Celebration commemorating the City's 134th anniversary on Saturday, April 25, from 11:00 a.m. to 3:00 p.m. at Heritage Court (320 Flagler Lane). This free, family-friendly community event will include complimentary activities and refreshments such as games, face painting, balloon animals, a juggler/stilt-walker, popcorn, and birthday cake provided by the Redondo Beach Historical Society. City departments and partners, including Recreation, the Library, the Museum, the Redondo Beach Police Department, and the Redondo Beach Fire Department, will participate through informational booths and interactive displays, including a ladder truck display with a large U.S. flag. The event is intended to promote community engagement and celebrate the City's history.

All entities conducting business in 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 City Birthday Celebration, vendors participating in the event would be subject to a projected tax of $133 each to procure the appropriate Business License. There is one external vendor named in the waiver application in addition to the organizer.

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 Christopher Yates, requests a waiver for himself as the organizer/performer and an external participating vendor. Mr. Yates is hired to attend the event in historic Abraham Lincoln attire, juggle, walk around on stilts, and engage the patrons. He is accompanied by a face painter. In the application describing the community benefit, Mr. Yates refers to the event's contribution to the celebration of the City's birthday. The event is an annual celebration. The City Council approved a business license waiver for the same event in 2025.

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 the waiver is estimated to be roughly $250.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Application - Waiver of Business License Tax - City Birthday Celebration Performance April 26, 2026

More To See redondo BEACH

Financial Services | 415 Diamond Street P O Box 270 Redondo Beach, California 90277-0270 www.redondo.org | Phone 310 318-0683 Fax 310 937-6666

APPLICATION FOR WAIVER OF BUSINESS LICENSE TAX
CITY OF REDONDO BEACH
415 DIAMOND STREET REDONDO BEACH, CA 90277
PHONE: (310) 318-0603 EMAIL: BLMAIL@REDONDO.ORG

Pursuant to Section 6-1.08(c) of the Redondo Beach Municipal Code

Complete and return this application.

Section 1: Applicant Information

Organization or Individual Business Name: Christopher YATES

Telephone: Ph 323 202 6463

Organization or Individual Business Address: 2909 E 4th St, Long Beach, Ca 90814.

Mailing Address: _____
(If different from Organization or Individual Business Address)

Applicant's Name: Christopher YATES

Telephone: 323 202 6463

Applicant's Address: 2909 E 4th St, Long Beach, Ca 90814

Applicant's Relationship to Organization or Individual Business: Owner

Email Address: redjuggle@hotmail.com

Describe Business or Activity for Which Waiver Is Requested: One time performance for City Birthday celebration April 25th '26.

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).

More To See redondo BEACH

Financial Services | 415 Diamond Street, P.O. Box 270, Redondo Beach, California 90277-0270, www.redondo.org | Phone: 310 318-0683, Fax: 310 937-6666

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 if needed.

This April 25th performance at the Redondo Beach Historical Museum will aid in the celebration of the city Birthday event. It is a one time performance

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 waiver approved by the City Council pursuant to this application shall only be for a short term, extending from April 24th to April 26th 2026.

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: [signature]

Print Name: Christopher Yates.

Title: Owner / Performer

Date: 3/19/26.

Administrative Report

H.20., **File #** 26-0446 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2604-017, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE PART-TIME EMPLOYMENT POLICY AND PAY PLAN FOR PART-TIME EMPLOYEES

EXECUTIVE SUMMARY

The City currently maintains a Part-Time Employment Policy and Pay Plan for various hourly and temporary classifications employed by the City. Classifications included in the Plan range from Crossing Guard and Recreation Leader to Program Coordinator and Project Manager. The Plan was last updated in December 2025 based on an adjustment to the California State minimum wage, which increased to $16.90 per hour on January 1, 2026 and affected approximately six job classifications.

One of the classifications in the Part-Time Employment Policy and Pay Plan is an hourly Project Manager job classification, which is designed to provide the City with flexibility to occasionally employ professionals that are available to assist City management with accomplishing various strategic objectives, as well as assisting with capital or other large projects. Currently, the existing hourly rate for this classification ranges from $40 per hour to $100 per hour. In order to reflect current market conditions and be able to attract top quality talent, staff is proposing an adjustment to the top end of this hourly range, to a maximum rate of $130 per hour.

Staff recommends that the City Council approve the attached updated Part-Time Employment Policy and Pay Plan reflecting the change to the Project Manager classification.

BACKGROUND

As noted, the Part-Time Employment Policy and Pay Plan reflects the hourly wages and employment policies for the City's part-time and temporary workforce. The Plan represents a wide range of hourly classifications, including Crossing Guard, Lifeguard, Recreation Leader, and Project Manager. The Project Manager classification exists to allow the City hiring flexibility to occasionally employ high level, professional project managers that can assist management with more complex strategic projects and objectives.

The Project Manager job classification has stayed at the same hourly range of $40/hour to $100/hour for more than a decade. In order to reflect current market conditions and continue to be able to attract talented professionals, staff is proposing an adjustment to the top end of this hourly range, to

a maximum of $130 per hour. No other changes to the Part-Time Employment Policy and Pay Plan are recommended at this time.

Staff recommends that the City Council approve the attached updated Part-Time Employment Policy and Pay Plan that reflects the increase in maximum hourly pay rate for the Project Manager classification.

COORDINATION

This report was prepared by the Human Resources Department. The Resolution was approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funding for part time salaries is included in each Department's annual operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. 2604-017 Amending the Part-Time Employment Policy and Pay Plan

RESOLUTION NO. CC-2604-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE PART-TIME EMPLOYMENT POLICY AND PAY PLAN FOR PART-TIME EMPLOYEES

WHEREAS, Section 2-3.103, Article 1, Chapter 3, Title 2, of the Redondo Beach Municipal Code provides that the Unclassified Service shall consist of such offices, positions and classifications as may be designated by ordinance or resolution; and

WHEREAS, the City Council has adopted a Resolution that designates the offices, positions and classifications that are in the Unclassified Service to include all part-time, temporary and seasonal classifications; and

WHEREAS, Section 2-3.509, Article 5, Chapter 3, Title 2, of the Redondo Beach Municipal Code provides for employment and compensation of part-time employees.

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

SECTION 1. That these part-time, temporary and seasonal classes as set forth in Exhibit A, attached hereto and incorporated herein as set forth in full, shall be designated as Unclassified Service at-will classes, shall not be eligible to participate in any benefit programs of the City, unless otherwise required by law, and shall not be governed by the Civil Service System.

SECTION 2. That full time positions participating in a reduced hours work plan, as defined in Section 4 below, shall not be designated part-time status.

SECTION 3. That this Employment Policy for Part-time Employees as established by this resolution shall be in effect immediately upon adoption.

SECTION 4. DEFINITION OF TERMS:

Part-time: shall mean those positions assigned a regular schedule of 1,540 or less hours per fiscal year.

Temporary: shall mean a temporary appointment to a temporary assignment for a set period of time, not to exceed one (1) year. A temporary assignment shall have a pre-determined beginning and ending date. Temporary assignments may be extended beyond the ending date, with prior approval by the City Manager or his/her designee, not to exceed the one year maximum period. Employees on a temporary assignment may be allowed to work up to eighty (80) hours in a pay period, for a period of less than three months, with prior approval and authorization from the City Manager or his/her designee. A temporary employee must separate from employment for a minimum of sixty (60) days before becoming eligible for an additional temporary assignment.

Seasonal: shall mean positions such as Lifeguard, Sr. Lifeguard and Crossing Guard, whereby employees work a partial year.

Dual Classification: shall mean when an employee is working part-time in two different departments or classifications. Employees working in two different departments or with dual

classifications are limited to a combined total averaging less than thirty (30) hours in a work week. If two different departments are involved, both departments must mutually agree to the average of less than 30 hours per week limit. It is the responsibility of the employee to inform each department of other City employment.

Reduced Hours Work Plan: shall mean those full-time positions approved by management to participate in a reduced hours work plan for the purposes of ADA accommodation or other reason as determined by management. Employees shall maintain their full-time status and benefits associated with the position as specified in the applicable Memorandum of Understanding.

SECTION 5. WAGE INCREASES. Part-time employees are eligible for wage increases within the pay range for the class to which the employee is appointed. Wage increases shall not exceed the maximum pay rate as set forth in the pay range for the class and shall be based on any of the following:

1. At the discretion of the Department Head or designee; upon satisfactory performance and completion of fifteen-hundred forty (1,540) hours of work for the City and thereafter upon completion of each increment of fifteen-hundred forty (1,540) hours of work;
2. An increase in the employee's duties and responsibilities; justification must be submitted prior to implementation for approval by the City Manager or his/her designee;
3. Under unusual circumstances, justified and documented by the department head and approved by the City Manager or his/her designee.
4. For seasonal employees, pay raises shall be granted at the discretion of the Department Head, with approval by the City Manager or his/her designee.

SECTION 6. TEMPORARY ASSIGNMENTS. When a part-time employee is temporarily absent from his/her assigned duties, and there is a need for additional personnel in a class, or where additional duties are assigned temporarily to the position in a part-time class; the department director may, with the approval of the Human Resources Department, authorize a temporary adjustment to individual pay rates subject to the following conditions:

1. Where the pay ranges of the classes involved overlap, the part-time employee's pay rate after assignment to the higher class shall be adjusted upward to the pay rate in the higher class that provides an adjustment of not less than five percent (5%). However, no pay adjustment shall exceed the maximum pay rate set forth in the pay range for the higher class.

2. Where the pay ranges of the classes involved do not overlap, the part-time employee's pay rate shall be adjusted upward to the minimum pay rate of the higher class or to the pay rate in the higher class that provides an adjustment of not less than five percent (5%), whichever is greater. However, no pay adjustment shall exceed the maximum pay rate set forth in the pay range for the higher class.

3. Where additional duties are assigned temporarily to a part-time employee who already is a member of the class, the part-time employee's pay rate

may be adjusted upward to the next higher pay rate in the pay range of his/her class.

SECTION 7. OVERTIME. For those employees working in a classification eligible under the Fair Labor Standards Act (FLSA), work performed in excess of forty (40) straight-time hours in a work period shall be deemed overtime and paid at the overtime rate of one and one-half (1½) times the part-time employee's regular hourly pay rate. Notwithstanding emergency situations or special occurrences, it shall be the general policy of the City to discourage overtime work by part-time employees.

SECTION 8. SAFETY EQUIPMENT/UNIFORMS. Safety equipment and uniforms required by the City to be used or worn by the part-time employee shall be provided or paid for by the City.

SECTION 9. RETIREMENT PLAN. Upon hire, the employee will be enrolled in a retirement plan in accordance with CalPERS membership status. Part time employees that are not already members of CalPERS shall be limited to nine hundred and ninety-nine (999) work hours in a fiscal year unless approved by the City Manager or his/her designee. Once an employee has worked one-thousand (1,000) hours in a fiscal year, the employee will be automatically enrolled into CalPERS. The employee shall be responsible for paying the mandatory CalPERS employee contribution and the Social Security contribution. In no event shall a part-time employee, as herein defined, work more than 1,540 hours in a fiscal year.

SECTION 10. The City Manager may amend this resolution to ensure that the part-time classification and salary plan meet the needs of the City. Exceptions to these guidelines established by this resolution shall require prior approval by the City Manager.

SECTION 11. This resolution supersedes and repeals Resolution No. CC-2512-102.

SECTION 12. The City Clerk shall certify to the passage and adoption of this resolution, shall enter the same in the Book of Resolution, shall enter the same in the Book of Resolutions of said City and shall cause the action of the City Council in adopting the same to be entered in the official minutes of said City Council.

PASSED, APPROVED AND ADOPTED this 14th day of April, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2604-017 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 14th day of April, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

EXHIBIT A

Effective April 14, 2026, the Pay Plan for the part-time classes shall be set forth as follows:

CLASS TITLE	RANGE
Administrative Intern	16.90
Aide	16.90
Assistant Recreation Coordinator	17.00
Crossing Guard	20.00 – 25.00
Instructor	20.00 – 30.00
Lifeguard	20.00 – 22.00
Maintenance Trainee	16.90
Office Assistant	19.00 – 22.00
Police Cadet	20.00 – 25.00
Program Coordinator	19.50 – 50.00
Project Manager	40.00 – 130.00
Recreation Leader	17.00 – 20.00
Recycle Ranger	16.90
Theater Technician	16.90 – 50.00
Senior Lifeguard	23.00 – 25.00

Full-time positions filled in a part-time capacity continue to be paid at an hourly rate derived from the salary range for that full-time classification.

Administrative Report

H.21., **File #** 26-0461 **Meeting Date:** 4/14/2026

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 THE NORTH REDONDO BEACH BUSINESS ASSOCIATION FOR THE SPRINGFEST REDONDO BEACH COMMUNITY FESTIVAL TO TAKE PLACE APRIL 16-19, 2026 AT THE REDONDO BEACH PERFORMING ARTS CENTER

EXECUTIVE SUMMARY

The North Redondo Beach Business Association (NRBBA) has applied to have the business license tax waived for the organizer and external vendors participating in the 2026 Springfest Community Festival scheduled to take place on April 16-19, 2026. The community event, one of the largest in the South Bay, brings neighbors together; supports local schools and youth programs; and promotes local businesses, entrepreneurs, and non-profit organizations.

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 Springfest, vendors participating in the event would be subject to a projected tax of $133 each to procure the appropriate Business License. There are 25 vendors named in the waiver application in addition to the organizer. Food vendors, which make up 10 of the participants, would still be required to submit Los Angeles County issued health permits and licenses.

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 Mickey Johnson, NRBBA President on behalf of the NRBBA, requests a waiver for itself as the event organizer and participating vendors. In the application describing the community benefit, Mrs. Johnson refers to the

event's role in bringing the community together for live free entertainment, food, and shared experiences. According to the application, the event also supports youth programs as 175 Redondo Union High School students, including 20 interns from local high schools, learn about event planning, marketing, and production, gaining business and entrepreneurship experience. It also promotes local businesses, entrepreneurs, and non-profit organizations.

Springfest is a City signature event, and is supported by a $10,000 subsidy in the FY 2025-26 Budget. The City Council approved business license waivers for this event in 2025.

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. Staff estimates that the total business license revenue that would go uncollected as a result of the waiver is less than $4,000.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Application - Waiver of Business License Tax - Springfest Redondo Beach Community Festival, April 16-19, 2026

REDONDO BEACH

Financial Services | 415 Diamond Street, PO Box 270
Redondo Beach, California 90277-0270
www.redondo.org | Phone: 310-318-0683
Fax 310-697-3091

APPLICATION OR WAIVER OF BUSINESS LICENSE TAX

Pursuant to Section 6-1.08(c) of the Redondo Beach Municipal Code

Instructions

- **Complete and return this application** to blmail@redondo.org
- **Please submit** waiver request **four weeks prior to event date** to provide for sufficient time to place on the City Council Agenda for consideration.
- Please contact blmail@redondo.org or at the phone number listed in the form heading with questions.

Section 1: Applicant Information

Organization or Individual Business Name: North Redondo Beach Business Assocation

Telephone Number: 310-433-0547

Organization or Individual Business Address: 1525 Aviation Blvd, RB, CA 90278 #171

Mailing Address Same as Above
(If Different from Organization or Individual Business Address)

Applicant's Name Mickey Johnson

Applicant's Address: 2422 Sebald Ave, RB, CA 90278

Applicant's Relationship to Organization or Individual Business: President

Email Address: mickey.marraffino@gmail.com AND info@nrbba.org

Describe Business or Activity for which wavier is requested: Springfest Redondo Beach Community Festival

Date(s) of the Event: April 16 -19, 2026

Event Hours: Thurs, 5-9, Fri, 5-10, Sat, 11 -11, Sun 11-9

Location Address of the Event: Redondo Beach Performing Arts Ctr. 1935 Manhattan Beach Blvd.

Organization or Individual Business website: www.nrbba.org

Please list below all the vendors that will participating in the event:

Crafting Vendors:

Renewal by Anderson	The Bizy Bee
Kaleo Marketing	Coleen Berg Jewelry
Wow Cutie Shop	Lumbago Pillow
Yeasmin Ema | Henna Body Art	Akasa Jewlery
Seaside Village Children's Center	The Now Massage Redondo Beach
Evolution Academy of Martial Arts	Aunties Aloha Foundation
El Camino College	Mode Renovation
Cynde's Jewels	My Gym and Air Brush Artwerks

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)

Kettle Corn King	
Proudly Serving LA	
Mixed it Up Ice Cream	
The Alley bobba shop DBA Moo Tea	
Polar Beverages	
Cookie Zombie	

Food Trucks:

(Please note these vendors will be still be required to provide their Health Permit and Food Handler Certificates prior to event)

Woodfired Pies	
Serendoggity	
Dina's Dumpling	
Gochu Gang	

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.

As one of the largest family festivals in the South Bay, Springfest Redondo Beach brings neighbors together for live free entertainment, food and shared experiences, strengthening community pride and engagement. Springfest supports local schools and youth programs as 175 RUHS business students, including 20 interns from local high schools learn first-hand about event planning, marketing, logistics, and production, gaining hands-on business and entrepreneurship experience, builds career skills and leadership experience. Springfest also promotes local businesses, entrepreneurs and non-profits

Section 4: Compliance with all Laws

I shall comply with all applicable federal, stale, and local laws, ordinances, and regulations related to this application.

Section 5: Supporting Documentation

Include any relevant supporting documents, such as evidence of business ownership or position, proof of community recognition, letters of support, or documentation of community benefits. 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 April 16, 2026 to April 19, 2026.

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: M. Johnson

Print Name: Mickey Johnson

Title: President, NRBBA

Date: Mar. 10, 2026

Administrative Report

H.22., **File #** 26-0467 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. (KMA) TO PROVIDE CONSULTING SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT TO ASSIST THE CITY IN DOCUMENTING THE AFFORDABLE HOUSING AGREEMENT TERMS FOR THE 43-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT PROJECT LOCATED AT 122 AND 126 NORTH PACIFIC COAST HIGHWAY FOR AN AMOUNT NOT TO EXCEED $30,000 (PAID BY THE DEVELOPER) AND THE TERM APRIL 14, 2026 THROUGH APRIL 13, 2027

EXECUTIVE SUMMARY

At their duly noticed public hearing on February 20, 2025, the Planning Commission approved Resolution No. 2025-02-PCR-01 to permit the construction of a Residential Condominium Project with 43 Units located at 122 and 126 N. Pacific Coast Highway. As approved and conditioned, the Applicant is required to execute and record an Affordable Housing Agreement in a form approved by the City Attorney restricting the sale or lease of the 3 deed-restricted units to very low-income households in accordance with the requirements of Government Code Section 65915.

The developer will cover all costs associated with the preparation and review of the required Affordable Housing Agreements and related documents through a deposit collected by the Community Development Department.

BACKGROUND

Keyser Marston Associates, Inc. (KMA) has specialized expertise in the development of Affordable Housing Agreements that comply with rapidly evolving State housing affordability laws. KMA shall perform the following professional housing consulting services to assist the City in documenting and implementing the required Affordable Housing requirements:

- Prepare and review Affordable Housing Agreements and related documents, and provide written comments and revisions to prepare the documents in final, execution ready form, including, as applicable:
    - Regulatory Agreement
    - Loan Agreement (if required based on affordability structure)
    - Promissory Note
    - Deed of Trust
    - Homebuyer Selection Procedures
    - Affordable Sale Price calculations

Said Agreements will comply with all applicable federal, state, and local laws, including but not limited to Government Code Section 65915 et seq.
KMA will also assist the City in evaluating and documenting the selected affordability structure (Long-Term Resale Controls or Equity Sharing on First Resale) and incorporating the selected structure into the applicable Affordable Housing Agreements.

The total not to exceed amount of the proposed Agreement is $30,000 for a term running from April 14, 2026 through April 13, 2027. Staff recommends approval of the proposed Agreement with KMA.

COORDINATION

The Community Development Department coordinated the proposed Agreement with the Community Services Department, Housing Division. The Agreement has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The full $30,000 cost of the contract is paid by the project developer.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Keyser Marston Associates, Inc.
- Insurance - Keyser Marston Associates, Inc.

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND KEYSER MARSTON ASSOCIATES, INC.

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Keyser Marston Associates, Inc., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

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

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to 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 Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. 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,

Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the 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 Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the 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 Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that 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. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by 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 Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant’s receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the 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 Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate

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

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless 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 the negligence, recklessness, willful misconduct, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.

18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of 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 Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the 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 Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged

buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the 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 Consultant 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 Consultant.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant 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 Consultant, 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, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

31. Claims. Any claim by Consultant against City 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. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant 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 Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

35. Authority. 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 Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

36. Waiver. The waiver by the 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 14th day of April, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

KEYSER MARSTON ASSOCIATES, INC.,
a California corporation

DocuSigned by:
By: Kathleen Head
CFA820E32CDF480...
Name: Kathleen Head
Title: President and Managing Principal
3/17/2026 | 9:58 AM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant shall perform the following professional housing consulting services to assist the City in documenting and implementing the affordable housing requirements for a 43-unit residential condominium development proposed by City Ventures for property located at 122 and 126 North Pacific Coast Highway ("Project").

A. Prepare and review Affordable Housing Agreements and related documents, and provide written comments and revisions to prepare the documents in final, execution ready form, including, as applicable:

    1. Regulatory Agreement
    2. Loan Agreement (if required based on affordability structure)
    3. Promissory Note
    4. Deed of Trust
    5. Homebuyer Selection Procedures
    6. Affordable Sale Price calculations

B. Comply with all applicable federal, state, and local laws, including but not limited to Government Code Section 65915 et seq.

C. Ensure the agreement(s) include provisions requiring that five percent (5%) of the units be reserved for very low-income households.

D. Assist the City in evaluating and documenting the selected affordability structure (Long-Term Resale Controls or Equity Sharing on First Resale) and incorporate the selected structure into the applicable Affordable Housing Agreements.

E. Coordinate with City staff and the Developer and participate in meetings as requested by the City.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on April 14, 2026 and shall continue through April 13, 2027, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT**. Consultant shall be paid in accordance with the hourly rate schedule as set forth below.

Staff Title	**Hourly Rate**
Chairman, President, Managing Principals	$305
Senior Principals	$295
Principals	$275
Managers	$245
Senior Associates	$205
Associates	$185
Senior Analysts	$170
Analysts	$145
Technical Staff	$105

B. **NOT TO EXCEED AMOUNT.** In no event shall the total compensation paid to Consultant exceed $30,000.

C. **METHOD OF PAYMENT.** Consultant shall submit a monthly invoice for services performed in the prior month. Each invoice shall indicate the dates of service, description of services performed, staff title, hourly rate, number of hours worked, 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, 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. Consultant may be required to provide backup material upon request.

D. **SCHEDULE FOR PAYMENT.** The City will pay within forty-five (45) days of its receipt of the monthly invoice; provided that services have been completed to the City's full satisfaction. Notwithstanding the foregoing, 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 Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: Keyser Marston Associates, Inc.
777 S. Figueroa Street, Suite 2555
Los Angeles, CA 90017
Attention: Kathleen Head, President
Email: khead@keysermarston.com

City: City of Redondo Beach
Community Development Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Sean Scully, Planning Manager
Email: Sean.Scully@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no “bounce-back” or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit 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 Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies 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 Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The 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 Consultant.

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2025

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

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

PRODUCER
Symphony Risk Solutions Insurance Services, Inc.
License No. 0589960
350 California St, Suite 1900
San Francisco CA 94104

CONTACT NAME: Sarah Pini
PHONE (A/C, No, Ext): (415) 957-0600 **FAX (A/C, No):**
E-MAIL ADDRESS: spini@symphonyrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : Allmerica Financial Benefit Insurance Company	41840
INSURER C : The Hanover Insurance Company	22292
INSURER D : Hiscox Insurance Company	10200
INSURER E :	
INSURER F :	

INSURED
Keyser Marston Associates, Inc.
1299 4th Street Suite 408
San Rafael CA 94901

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ZDFA49104911	12/01/2025	12/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		AWFA490049	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	☒ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 0	Y		UHFA49117111	12/01/2025	12/01/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Professional Liability Retention $5,000			MPL5495897.25	12/01/2025	12/01/2026	Each Claim Aggregate Limit	$2,000,000 $4,000,000

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

City of Redondo Beach, its officers, officials, employees and volunteers are named as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant. This insurance is primary and non-contributory. 30 day notice of cancellation/10 day for non-payment of premium

CERTIFICATE HOLDER
City of Redondo Beach
Community Services Department
1922 Artesia Blvd
Redondo Beach CA 90278

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

AUTHORIZED REPRESENTATIVE

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BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. **Coverage Extensions**

a. **Supplementary Payments**

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. **Out-Of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. **Exclusions**

This insurance does not apply to any of the following:

1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. **Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. **Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. **Employee Indemnification And Employer's Liability**

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

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(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

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(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

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(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the pri-

the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

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2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
   a. Wear and tear, freezing, mechanical or electrical breakdown.
   b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
   b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

   Exclusions **4.c.** and **4.d.** do not apply to:
   a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
   b. Any other electronic equipment that is:
      (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
      (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. **Appraisal For Physical Damage Loss**

   If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
   a. Pay its chosen appraiser; and
   b. Bear the other expenses of the appraisal and umpire equally.

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If we submit to an appraisal, we will still retain our right to deny the claim.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. **Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. **Loss Payment - Physical Damage Coverages**

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. **General Conditions**

1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

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b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

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8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraph **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraph **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

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a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to **SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS,** Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b**. of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS" Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. **Exclusions**

Fellow Employee

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. **EXPENSE OF RETURNING A STOLEN "AUTO"** and **SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE**:

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** paragraph **3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the

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covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph **4. Coverage Extension**. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy s expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor s actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto s" operating system; or

2. Both:

   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

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excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy s expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered"auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. **AIRBAG COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph **3**.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1.** or **2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

   (1) You, if you are an individual;
   (2) Any partner or insurance manager if you are a partnership; or
   (3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO - WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph **7. Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

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(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

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C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below.

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

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b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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Administrative Report

J.1., **File #** 26-0459 **Meeting Date:** 4/14/2026

TITLE

For eComments and Emails Received from the Public

Administrative Report

L.1., **File #** 26-0387 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

PUBLIC HEARING TO SOLICIT INPUT ON THE PUBLIC SERVICE GRANT RECOMMENDATIONS AND THE DRAFT FISCAL YEAR 2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

PROCEDURE:

a. Open the Public Hearing and take testimony;
b. Solicit input on the public service grant recommendations and the draft FY 2026-27 Annual Action Plan; and
c. Continue the Public Hearing to May 12, 2026

EXECUTIVE SUMMARY

As a recipient of Community Development Block Grant (CDBG) entitlement funds from the U.S. Department of Housing and Urban Development (HUD), the City of Redondo Beach is required to develop a one-year Annual Action Plan (AAP) and solicit input from residents and other interested organizations on housing and community development needs in the City. This report reflects the needs identified in the City's recently adopted 2025-2030 Consolidated Plan (ConPlan) and provides details on FY 2026-27 CDBG activities and funding allocations. The City expects to receive $266,048 of CDBG entitlement monies in FY 2026-27. Per the proposed AAP, the funds will be used to support Public Facilities and Improvements, Planning and Administration, Public Service Agencies, and the Housing Improvement Program.

BACKGROUND

Title I of the Cranston-Gonzalez National Affordable Housing Act requires that, in order to apply for certain HUD programs, state and local governments must have an approved five-year ConPlan. The ConPlan is used by state and local governments as a working guide for the application of resources to address local housing and community development needs. The 2025-2030 ConPlan was adopted by the City Council on May 6, 2025. On an annual basis, CDBG-participating agencies are required to submit a plan that outlines the City's intended activities that will benefit from utilizing the City's CDBG funding, consistent with the goals and objectives included in the ConPlan.

The draft FY 2026-27 AAP is attached to this report and is presented for review and comment. The one-year AAP will serve to address strategies and goals established in the 2025-2030 Consolidated Plan and provide recommendations for the expected allocation of the City's FY 2026-27 CDBG

entitlement to fund the City's housing and community development activities for the upcoming fiscal year. The CDBG funding allocation for FY 2026-27 is anticipated to be $266,048. The history of CDBG funding allocations for the City of Redondo Beach since FY 2001-02 is provided as an attachment to this report.

The following projects and activities are proposed to be funded through the CDBG funds in FY 2026-27. Each activity is shown with a proposed CDBG funding allocation:

Public Facilities and Improvements Funding Allocation: $132,932
Public improvements are an eligible expenditure of CDBG funds. As such, staff proposes installation of access ramps and/or curb cuts to enhance Americans with Disabilities Act of 1990 (ADA) compliance throughout the City.

Administration/Fair Housing Funding Allocation: $53,209
Per HUD regulations, up to 20% of the City's FY 2026-27 entitlement funds may be used for program administration. As part of the City's obligation to implement a fair housing program, staff recommends continuing its contract with the Housing Rights Center to investigate housing discrimination complaints and help eliminate barriers to equal housing choice based on race, gender, religion, disability, or age. Staff also recommends continuing to contract with an external consultant to manage CDBG project coordination, compliance, and required reporting.

Public Service Agency Funding Allocation: $39,907
Per HUD regulations, 15% of the City's FY 2026-27 entitlement funds may be available to fund public service agency programs ranging from family counseling, independent living skills training, and behavioral health programs. An RFP for these services was issued in December 2025, and proposals were reviewed during the development of the FY 2026-27 Annual Action Plan. The following organizations are proposed for funding for FY 2026-27:

Organization	Services Provided	Proposed Funding for FY 2026-27
1736 Family Crisis Center	Provides counseling, support, and referral services to women and youth who are victims of domestic violence	$9,179
Disability Community Resource Center	Supports seniors and people with disabilities to maintain self-directed and community-based independent lives	$7,183
Harbor Interfaith Services	Provide temporary housing for individuals experiencing homelessness and case management support through the Pallet Shelter Program	$7,183
Project: NEEDS (St. Paul's United Methodist Church)	Provides hot meals and a food pantry to people experiencing homelessness and food stress	$9,179
Venice Family Clinic	Formerly known as South Bay Family Healthcare Center. Provides therapy, parenting, crisis interventions, domestic violence counseling, substance use therapy, and medication-assisted treatment to individuals coping with impact trauma to eligible residents in Redondo Beach	$7,183

Home Improvement Program (Mobility Access/Emergency Repair Program) Funding Allocation: $40,000

The Mobility Access/Emergency Repair Program provides mobility access and emergency repairs to low and moderate-income and disabled Redondo Beach homeowners. Eligible repairs include the installation of access ramps and handle grabs to support disabled homeowners. Eligible repairs that fall under the emergency category are restricted to components that will correct health and safety hazards in the home. Allowable fixtures include electricity, plumbing, heating, and replacement of hot water heaters. The program will assist approximately 5 households in the upcoming fiscal year.

The proposed Annual Action Plan was developed following an issuance of a Request for Proposals (RFP) in December 2025. HUD requires a publicly noticed 30-day public review of the proposed Annual Action Plan, which began on April 3, 2026 and is scheduled to be completed on May 4, 2026. In addition, two public hearings are required to take place. This item serves as the first public hearing and allows for introduction of the proposed AAP. The final hearing is scheduled to occur on May 12, 2026 and will provide the City Council an opportunity to adopt the proposed AAP. This schedule allows time for staff to submit the adopted plan to HUD prior to its FY 2026-27 submittal deadline.

COORDINATION

Development of the proposed FY 2026-27 AAP has been prepared by the Community Services Department in coordination with the Community Development Department and the City's CDBG consultant.

FISCAL IMPACT

There is no impact to the General Fund associated with the development and implementation of the FY 2026-27 AAP. All programs and administration costs are funded through restricted CDBG funds received from HUD.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Draft CDBG Annual Action Plan, FY 2026-2027
- CDBG Funding History

CITY OF REDONDO BEACH
DRAFT ANNUAL ACTION PLAN
FY 2026-2027

Contents

Executive Summary ..... **Error! Bookmark not defined.**
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**Error! Bookmark not defined.**

PR-05 Lead & Responsible Agencies – 91.200(b)**Error! Bookmark not defined.**

AP-10 Consultation – 91.100, 91.200(b), 91.215(l) . **Error! Bookmark not defined.**

AP-12 Participation – 91.105, 91.200(c) ..... **Error! Bookmark not defined.**

Expected Resources 22
AP-15 Expected Resources – 91.220(c)(1,2) 22
Table 59 - Expected Resources – Priority Table 23

Annual Goals and Objectives 26
AP-20 Annual Goals and Objectives 26
Table 60 – Goals Summary 28

Projects 30
AP-35 Projects – 91.220(d) 30
Table 61 – Project Information 30

AP-38 Project Summary 32
AP-50 Geographic Distribution – 91.220(f) 40
Table 62 - Geographic Distribution 40

Affordable Housing 42
AP-55 Affordable Housing – 91.220(g) 42
Table 64 - One-Year Goals for Affordable Housing by Support Requirement 44

Table 65 - One Year Goals for Affordable Housing by Support Type 43

AP-60 Public Housing – 91.220(h) 44
AP-65 Homeless and Other Special Needs Activities – 91.220(i) 46
AP-75 Barriers to affordable housing – 91.220(j) 54
AP-85 Other Actions – 91.220(k) 60
Program Specific Requirements 66

AP-90 Program Specific Requirements – 91.220(l)(1,2,4) 66
Appendix - Alternate/Local Data Sources..... **Error! Bookmark not defined.**

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Each year, jurisdictions that receive funding from the United States Department of Housing and Urban Development (HUD), are required to submit an application, known as the Annual Action Plan (Action Plan), detailing how federal funds will be allocated to specific programs with expected outcomes. The City of Redondo Beach has prepared this Action Plan, for the aforementioned purpose, in regard to Community Development Block Grant (CDBG) funds received from HUD. The Action Plan reflects the 5-Year Consolidated Plan (ConPlan), an in-depth analysis of the City's housing market, demographics, and community outreach initiatives. The ConPlan outlines the City's goals, priorities, and strategies for serving low- and moderate-income residents.

In Fiscal Year (FY) 2026-2027, the City of Redondo Beach will receive approximately $266,048 in Community Development Block Grant (CDBG) funds. The FY 2026-2027 Annual Action Plan represents the second year of the City's 2025-2030 ConPlan. This Action Plan covers the period from July 1, 2026, to June 30, 2027. The City has prepared this report to ensure all funded programs meet the identified goals stated in the ConPlan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

In alignment with HUD regulations at 24 CFR 91.215, the City organized its priority needs into three core categories: affordable housing, homelessness, and non-housing community development. These priorities were informed through a combination of quantitative data and qualitative community input. The City conducted a comprehensive Needs Assessment and Market Analysis to evaluate local conditions, identify gaps, and understand emerging trends affecting Redondo Beach residents. To complement this data, the City engaged stakeholders through interviews, outreach efforts, and community meetings to gather insights from service providers, residents, and partner organizations. This community-driven feedback helped the City more accurately assess local needs and refine its strategic direction. Drawing from these analyses and engagement efforts, the City identified the following Consolidated Plan goals:

- Support the Development of Decent Housing;
- Create Sustainable Neighborhoods;
- Provide Vital Public Services;
- Expand Affordable Housing Opportunities;
- Create Economic Opportunities
- Pre-Disaster Preparedness and Mitigation; and
- Planning and Administration.

A summary of some of the findings used to determine priority needs includes:

- Approximately 60% of very low-income (30%-50% AMI) renters and 58% of low-income (50%-80% AMI) renters were experiencing cost burden or overpaying for housing.
- Approximately 84% of extremely low-income (0%-30% AMI) residents experience cost burden (spend 30% or more of their income on housing).
- According to ACS data, approximately 15% of the city's population is over 65 years of age, and 6% of residents live with a disability. These demographics highlight the growing need for accessible public spaces

that allow seniors and individuals with disabilities to navigate the city safely and independently.

- Community Survey data conducted during the Consolidated Planning phase showed a need for decent and affordable housing.
- Community Survey data conducted during the Consolidated Planning phase showed a great need for public services, specifically for seniors.
- Public participation identified infrastructure and public facilities as a high priority need, which includes infrastructure improvements for streets; sidewalks and ADA accessibility; public facilities improvements for senior and youth centers; and parks and recreation facilities.
- Public participation identified support for public service programs for low-income individuals and special needs populations, which includes youth, seniors, and individuals with disabilities as a high-priority need.

All in all, the City of Redondo Beach continues its commitment to utilizing CDBG funds to provide residents with services that reflect the priorities established in the ConPlan.

3. Evaluation of past performance

Each year, the City of Redondo Beach prepares the Consolidated Annual Performance and Evaluation Report (CAPER), a report that details how the City met the needs and objectives outlined in the prior year's Annual Action Plan. The City's most recent FY 2024-2025 CAPER reports on the fifth year of the 2020-2024 ConPlan. The City worked collaboratively with other agencies to achieve the following accomplishments:

- Serviced a total of 1,311 people by providing hot meals and access to a food pantry, 31% of those individuals were low-income.

- The Disability Resource Center, which provided training and support for seniors and disabled individuals for independent living, provided services to 41 individuals, 95% of whom were extremely low-income.
- Assisted 119 individuals were assisted by the Housing Rights Center through tenant-landlord counseling and/or investigations into housing discrimination violations. 66% of those services provided by the Housing Resource Center were for the extremely low income.
- Assisted 4 low-income homeowners through the Mobility Access and Emergency Repair (MA/ER) Program.
- Assisted 121 victims of domestic violence and their children who were in jeopardy of becoming homeless.

In FY 2026-2027, the City will continue to partner with various local and regional organizations, as well as additional agencies, to provide critical services to its residents.

4. Summary of Citizen Participation Process and consultation process

Summary from the citizen participation section of plan.

Throughout the Annual Action Plan review process, the City encouraged participation from Redondo Beach residents, local organizations, and regional partners. Community members were invited to submit comments either by mailing or dropping off written feedback at 415 Diamond Street, Redondo Beach, CA 90277, or by emailing the City Clerk at CityClerk@redondo.org.

Prior to opening the Draft Action Plan for public review, the City held a public hearing before the City Council on April 14, 2026, to present the Annual Action Plan process and invite public input. Simultaneously, the Draft Action Plan was released for a 30-day public comment period from April 3, 2026, through May 4, 2026.

A second public hearing will be held on May 12, 2026, during a City Council meeting to receive additional public comments and to consider adoption of the Final Action Plan.

Both public hearings, as well as the start of the 30-day comment period, were publicly noticed to ensure broad community awareness and participation.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

As part of the City's commitment to meaningful community engagement, public comments are encouraged during the Annual Action Plan review process. This year, no comments were received.

7. Summary

Ultimately, the City's objectives for the Community Development Block Grant (CDBG) Program in the 2026–2027 program year remain centered on expanding access to fair and decent housing, enhancing the quality and livability of the community, and increasing economic and community development opportunities for residents with low and moderate incomes. The City continues to implement the goals and strategies outlined in the 2025–2030

Consolidated Plan, ensuring that all CDBG-funded activities align with HUD requirements and effectively address the needs of the community's priority populations.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	REDONDO BEACH	Community Services Department

Table 1 – Responsible Agencies

Narrative (optional)

The City's CDBG Program is overseen by the Community Services Department. This includes grant administration, reporting, and implementation of all funded activities. Day-to-day program operations are managed by the Community Services Director and Deputy Community Services Director. The City also utilizes a contracted consultant to support program administration and ensure effective implementation of CDBG-funded projects.

Consolidated Plan Public Contact Information

Consolidated Plan Public Contact Information

City of Redondo Beach Community Services Department

1922 Artesia Boulevard

Redondo Beach, CA 90278

Attention: Kelly Orta, Deputy Director

(310) 697-3365

Kelly.Orta@redondo.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City regularly coordinates and collaborates with public and regional agencies, housing providers, and service organizations to identify specific community needs. In developing the Annual Action Plan, the City consulted with a range of public service providers, including both local and regional organizations, to gather input and encourage active participation. The City also engaged with the Los Angeles County Continuum of Care, the Los Angeles County Department of Public Health's Childhood Lead Poisoning Prevention Program, and the Redondo Beach Housing Authority. Through these consultations, the City sought to collect relevant data, understand community needs, and identify opportunities for coordination that enhance communication and improve access to services for residents.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l))

Although the City of Redondo Beach operates independently within Los Angeles County, it continues to strengthen coordination with local housing providers and relevant County departments. The City allocates CDBG funds to public service agencies, such as 1736 Family Crisis Center and the Housing Rights Center, that are part of a broad regional network of social and health service providers. The City also supports local data-gathering and assessment efforts, including the Homeless Count Survey administered by City Net and the County CoC's annual Homeless Point-in-Time Count, to more accurately identify community needs and improve the delivery of services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Redondo Beach participates in the Los Angeles Homeless Services Authority (LAHSA) Continuum of Care and is part of Service Planning Area 8 (SPA 8), which includes 18 South Bay cities and five unincorporated communities. As a member of this regional network, the City collaborates with a broad range of partners to address homelessness, including LAHSA, the Redondo Beach Police Department, local school districts, and numerous social service agencies.

Through ongoing consultation and community engagement, it is evident that the needs of individuals and families experiencing homelessness are best met through coordinated, multi-agency efforts. This includes participation in the annual Point-In-Time (PIT) Count, conducted by the Los Angeles CoC, which provides critical data on sheltered and unsheltered homelessness. Redondo Beach contributes to the South Bay/Harbor count, helping to inform regional planning, funding decisions, and service strategies.

For the 2026–2027 program year, the City will continue to support a network of public service providers, such as 1736 Family Crisis Center, Harbor Interfaith Services, and Project NEEDs, that deliver outreach, emergency shelter, case management, and essential services to residents experiencing or at risk of homelessness. These partnerships strengthen the City's capacity to respond effectively to local needs while aligning with broader countywide efforts to reduce homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and

activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Redondo Beach does not receive Emergency Solutions Grant (ESG) funds and therefore does not develop ESG allocation plans, performance standards, or ESG-specific reporting for HUD. However, the City remains an active participant in the Los Angeles Homeless Services Authority (LAHSA) Continuum of Care, which administers ESG funding throughout Los Angeles County.

LAHSA, as the lead agency for the Los Angeles CoC, establishes countywide performance standards, evaluates ESG-funded activities, and oversees policies and procedures for the operation of the Homeless Management Information System (HMIS). HMIS is used by CoC-funded agencies and by several public service providers supported by the City of Redondo Beach to collect client-level data on housing and services for individuals and families experiencing or at risk of homelessness.

Through its participation in the CoC and its coordination with local service providers, the City benefits from HMIS data to better understand local needs, support regional planning efforts, and inform priorities for CDBG-funded activities. The City also contributes to the annual Point-In-Time (PIT) Count conducted by the Los Angeles CoC, which provides essential data that helps guide funding decisions, service coordination, and long-term strategies to address homelessness within Redondo Beach and the broader South Bay region

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Los Angeles Housing Services Authority (LAHSA)
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All agencies and organizations were consulted through City outreach efforts.
2	**Agency/Group/Organization**	City of Redondo Beach
	Agency/Group/Organization Type	Services - Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All agencies and organizations were consulted through City outreach efforts.
3	**Agency/Group/Organization**	Harbor Interfaith Services
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All agencies and organizations were consulted through City outreach efforts.
5	**Agency/Group/Organization**	Exodus Recovery
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All agencies and organizations were consulted through City outreach efforts.

Identify any Agency Types not consulted and provide rationale for not consulting

The City made every effort to engage all relevant agencies and organizations throughout the consultation process. To the best of its knowledge, no agencies involved in activities related to CDBG-funded programs were excluded, and the City actively reached out to all known partners to ensure broad and meaningful participation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Los Angeles Homeless Services Authority	Both address issues pertaining to homelessness and special needs housing.
Housing Element	City of Redondo Beach	Both include the goal of fostering affordable housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Redondo Beach solicited applications for the FY 2026-2027 Request for Funding for Public Services Agencies on December 1, 2025. Applications were accepted until January 12, 2026. During this period, the City received applications from the following public service agencies:

1. 1736 Family Crisis Center
2. Disability Community Resource Center – Independent Living Services (ILS) Program
3. Housing Rights Center – Fair Housing Services
4. Harbor Interfaith Services
5. Harm Reduction Circle
6. Venice Family Clinic (formerly South Bay Family Health Care Center) – Behavioral Health Program
7. St. Paul's Methodist Church – Project: NEEDS

After reviewing all applications, the City allocated funding based on alignment with priority needs, eligibility requirements, and available funding. While all applications were considered, not all could be funded.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting

Public participation plays a vital role in shaping local policy and guiding the City's planning efforts, and the development of the Annual Action Plan is no exception. The City of Redondo Beach ensured that residents had multiple opportunities to engage in the process and provide meaningful input.

A public hearing was held before the City Council on April 14, 2026, to introduce the Annual Action Plan process and gather feedback on community needs and priorities. Concurrently, the Draft Annual Action Plan was made available for a 30-day public review period from April 3, 2026, through May 4, 2026. During this time, the Draft Plan was accessible on the City's website at www.redondo.org.

A final public hearing will be conducted on May 12, 2026, during a City Council meeting to receive additional public comments and consider adoption of the Annual Action Plan.

To ensure broad community awareness, the City published notices of both public hearings and the dates of the 30-day comment period in its official newspaper. Notices were also posted at the Redondo Beach Housing Authority Office, the Redondo Beach Community Services Department, and the North Branch Library, and the hearings were advertised on the local public access channel.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	The Redondo Beach City Council met on April 14, 2026, to review funding recommendations from the City Staff.	Support of public services	N/A	
2	Newspaper Ad	Non-targeted/broad community	Notice of Public Hearings and Public Comment Period on the Draft Action Plan was published in the Easy Reader	No comments were received.	No comments were received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community	Draft Action Plan was posted at www.redondo.org.	No comments were received.	No comments were received.	www.redondo.org
4	Public Hearing	Non-targeted/broad community	The Redondo Beach City Council met on May 12, 2026, to review and adopt the FY26-27 Annual Action Plan.	No comments were received.	No comments were received.	

Table 4 – Citizen Participation Outreach

Expected Resources
AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Redondo Beach receives federal grant funding administered by the U.S. Department of Housing and Urban Development (HUD). To access and utilize these resources, the City must prepare and submit an Annual Action Plan (AAP) detailing how the anticipated grant allocation for the year will be invested to enhance community development and meet the needs of residents.

The City continues to prioritize the following goals identified through extensive community outreach and intrinsic data collection in the 2025 - 2030 Consolidated Plan (ConPlan):

1. Support the Development of Decent Housing;
2. Create Sustainable Neighborhoods;
3. Provide Vital Public Services;
4. Expand Affordable Housing Opportunities;
5. Planning and Administration;
6. Create Economic Opportunities; and
7. Pre-Disaster Preparedness and Mitigation.

For FY2026-2027, the City will receive $266,048 in Community Development Block Grant (CDBG) funds. The FY 2026-2027 Annual Action Plan represents the second of five program years covered by the City's 2025-2030 ConPlan. The City of Redondo Beach has prepared this report to ensure all funded programs meet the identified goals.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public-federal	Admin and Planning; Economic Development; Housing; Public Improvements; Public Service	$266,048	$0	$0	$266,048	$916,388	Based on HUD 2026-2027 allocation and projection throughout the Consolidated Plan period

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Entitlement Funds

The City will receive approximately $266,048 in CDBG funds. To maximize the effectiveness of its CDBG-funded programs, the City will combine these federal resources with local funding where appropriate. The City does not receive allocations from the HOME Investment Partnerships Program (HOME), Emergency Solutions Grants Program (ESG), or Housing Opportunities for Persons With AIDS (HOPWA) and does not report on these programs. The City is not subject to HUD's matching requirements.

State Funds

The City does not anticipate receiving State of California funding that would directly supplement or leverage CDBG-related activities. The City remains committed to pursuing additional financial resources regardless of overall funding levels, be it local, state, federal, or private, to support the development and delivery of high-quality, cost-effective projects.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Redondo Beach does not own any land or property that could be used to address the needs identified within this plan.

Discussion

The City will be receiving approximately $266,048 in CDBG funds for the program year 2026-2027. Although the City does not receive funding through HOME, ESG, or HOPWA, the City will continue to leverage local General Funds to enhance the effectiveness of community-based services. These locally supported efforts include programs such as temporary housing and case management for unsheltered individuals, which remain critical components of the City's broader strategy to address community needs.

Furthermore, opportunities to coordinate with regional partners, nonprofit organizations, and other public agencies to maximize available resources and strengthen service delivery will continue to be explored and strategically pursued.

Annual Goals and Objectives
AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Support the Development of Decent Housing	2025	2030	Affordable Housing	Citywide	Decent Housing Preserve and improve the existing	$40,000	Homeowner Housing Rehabilitation: 5 households
2	Create Sustainable Neighborhoods	2025	2030	Non-Housing Community Development	Citywide	Public Services Equal access to housing Public Services Assist special needs residents Community/Public Facilities Public Improvements	$132,932	Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted
3	Provide Vital Public Services	2025	2030	Non-Housing Community Development	Citywide	Public Services Equal access to housing Public Services Assist special needs residents Health and dental services	$39,907	Public service activities other than Low/Moderate Income Housing Benefit: 199 persons assisted

4	Planning and Administration	2025	2030	Administration	Citywide	Public Services Equal access to housing Public Services Assist special needs residents Community/Public Facilities Public Improvements Health Expand Economic Opportunities	$53,209	Other: 1 other

Table 6 – Goals Summary

Goal Descriptions

Sort Order	Goal Name	Goal Description
1	Support the Development of Decent Housing	Support the development of decent and affordable housing by rehabilitating the existing housing stock for low- and moderate-income households
2	Create Sustainable Neighborhoods	Enhance public facilities and infrastructure through improvements throughout Redondo Beach
3	Provide Vital Public Services	Provide funding for public service programs, specifically for seniors, individuals experiencing homelessness, and victims of domestic violence
4	Expand Affordable Housing Opportunities	Support and explore affordable housing opportunities to promote economic and housing stabilities for low- and moderate-income residents
5	Planning and Administration	Support program administration and planning costs
6	Create Economic Opportunities	Provide funding for programs that create economic opportunities for businesses and those looking to expand their business operations
7	Pre-Disaster Preparedness and Mitigation	Prepare for disaster response and recovery to ensure the wellbeing of all Redondo Beach residents

Projects
AP-35 Projects – 91.220(d)

Introduction

In FY 2026-2027, CDBG funds will be utilized by the City of Redondo Beach to fund the activities listed below in an effort to address key housing and community needs for residents. All funded activities align with the goals and strategies established in the 2025 – 2030 ConPlan. The Project Information Table provides a summary of each activity along with its proposed funding allocation. **Projects**

#	Project Name
1	Housing Improvement Program
2	Public Improvements
3	Planning and Administration
4	Project: NEEDs
5	Disability Community Resource Center
6	1736 Family Crisis Center
7	Harbor Interfaith Services
8	Venice Family Clinic
9	Housing Rights Center

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City prioritizes funding for programs that serve special-needs populations, who are at heightened risk of homelessness due to limited income, disabilities, and other challenges that require ongoing supportive services. Directing CDBG resources toward these programs helps stabilize vulnerable residents and address critical community needs. Obstacles faced by the City include the LMA percentage cap exception being raised, making it harder to fund eligible Public Improvements projects due to the lack of qualifying census tracts as compared to other entitlement cities. Additionally, the need for services continues to grow while funding availability remains constrained, and the 15 percent cap on public service activities restricts the amount of CDBG funding

that can be allocated to nonprofit service providers. Despite these challenges, the City works closely with its partner agencies to align goals with available resources in response to community needs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**Housing Improvement Program**
	Target Area	Citywide
	Goals Supported	Support the Development of Decent Housing
	Needs Addressed	Decent Housing; Preserve and improve the existing housing stock
	Funding	$40,000
	Description	Provides approximately $7,500 grants to homeowners through the Mobility Access/Emergency Repair Program
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	5 households
	Location Description	Homes of eligible applicants citywide
	Planned Activities	To provide grants to homeowners for through the Mobility Access/Emergency Repair Program
2	**Project Name**	**Public Improvements**
	Target Area	Citywide
	Goals Supported	Create Sustainable Neighborhoods
	Needs Addressed	Community/Public Facilities; Public Improvements
	Funding	$132,932
	Description	Provide community/public facility improvements
	Target Date	6/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	1 public improvement
	Location Description	Eligible Census Tract and Block Group
	Planned Activities	Provide community/public facility improvements
3	**Project Name**	**Planning and Administration**
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Decent Housing; Preserve and improve the existing housing stock Affordable Housing; Create new affordable housing Public Services; Equal access to housing Public Services; Homelessness housing and support Public Services; Assist special needs residents Public Services; Health and dental services Community/Public Facilities Improvements Expand Economic Opportunities
	Funding	$41,209
	Description	Administration of CDBG Program
	Target Date	6/30/27
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	1922 Artesia Blvd., Redondo Beach, CA 90278
	Planned Activities	Administration of CDBG Program
4	**Project Name**	**Project: NEEDs**
	Target Area	Citywide
	Goals Supported	Provide Vital Public Services
	Needs Addressed	Public Services; Homelessness housing and support
	Funding	$9,179
	Description	Provides two programs to assist unsheltered individuals: 1) Tuesday hot meals; 2) Food Pantry twice a week
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	89 individuals experiencing homelessness
	Location Description	2600 Nelson Ave., Redondo Beach, CA 90278
	Planned Activities	Provide two programs to assist unsheltered individuals: 1) Tuesday hot meals; 2) Food Pantry twice a week
5	**Project Name**	**Disability Community Resource Center**
	Target Area	Citywide
	Goals Supported	Provide Vital Public Services
	Needs Addressed	Public Services; Assist special needs residents
	Funding	$7,183

	Description	Provide training and support to low-income senior residents and persons with disabilities to promote capability for independent living
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	7 seniors and individuals with disabilities
	Location Description	12901 Venice Blvd., Los Angeles, CA 90066
	Planned Activities	Provide training and support to low-income senior residents and persons with disabilities to promote capability for independent living
6	**Project Name**	**1736 Family Crisis Center**
	Target Area	Citywide
	Goals Supported	Provide Vital Public Services
	Needs Addressed	Public Services; Homelessness housing and support
	Funding	$9,179
	Description	Provide counseling and case management for victims of domestic violence and their children who may be in jeopardy of becoming homeless due to domestic violence
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	89 households

	Location Description	2116 Arlington Ave., Suite 200, Los Angeles, CA 90018
	Planned Activities	Provide counseling and case management for victims of domestic violence and their children who may be in jeopardy of becoming homeless due to domestic violence
7	**Project Name**	**Harbor Interfaith Services**
	Target Area	Citywide
	Goals Supported	Provide Vital Public services
	Needs Addressed	Public Services; Homelessness Housing and Support
	Funding	$7,183
	Description	Provide temporary housing for individuals experiencing homelessness and case management support through the Pallet Shelter Program
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	7 individuals
	Location Description	1521 Kingsdale Ave., Redondo Beach, CA 90278
	Planned Activities	Provide temporary housing for individuals experiencing homelessness and case management support through the Pallet Shelter Program
8	**Project Name**	**Venice Family Clinic**
	Target Area	Citywide
	Goals Supported	Provide Vital Public Services

	Needs Addressed	Public Services; Health and Dental Services
	Funding	$7,183
	Description	Assist individuals coping with the impact of trauma and stress on health or well-being. Services include therapy, parenting, crisis interventions, safety planning and domestic violence counseling, referrals, substance use therapy, and Medication-Assisted Treatment through the Behavioral Health Program
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	22 individuals
	Location Description	2114 Artesia Blvd., Suite 111, Redondo Beach, CA 90278
	Planned Activities	Assist individuals coping with the impact of trauma and stress on health or well-being. Services include therapy, parenting, crisis interventions, safety planning and domestic violence counseling, referrals, substance use therapy, and Medication-Assisted Treatment through the Behavioral Health Program
9	**Project Name**	**Housing Rights Center**
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Public Services; Equal access to housing
	Funding	$12,000
	Description	Provide tenant-landlord counseling and investigation of discriminatory housing complaints, and hold educational workshops/flyers

	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	90 households
	Location Description	3255 Wilshire Blvd., Los Angeles, CA 90016
	Planned Activities	Provide tenant-landlord counseling and investigation of discriminatory housing complaints and hold educational workshops/flyers

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In 2014, the City of Redondo Beach was designated a Low/Mod Income Exception Grantee, meaning the City did not contain any racially or ethnically concentrated areas of poverty (R/ECAPs) and therefore qualified for HUD's "exception" standard when determining area benefit eligibility. The City's exception threshold is 33.33 percent, which represents the minimum percentage of low- and moderate-income residents required within a service area for an activity to qualify as benefiting low- and moderate-income persons.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As a HUD designated Low/Mod Income Exception Grantee, the City of Redondo Beach will not target select census tracts or neighborhoods for CDBG-funded activities. Instead, the City allocates CDBG resources Citywide and ensures that each funded activity serves eligible low- and moderate-income residents.

Discussion

The City does not plan to geographically target individual neighborhoods or census tracts for CDBG programming. Rather, CDBG activities will be available to residents throughout Redondo Beach, with funding decisions guided by the needs identified through community outreach and data analysis conducted for the 2025–2030 Consolidated Plan. This approach allows the City to direct resources to the most pressing community needs while maintaining flexibility in service delivery.

The City will continue to ensure that all CDBG funded activities comply with HUD regulations and that funds are used to benefit low- and moderate-income residents. By combining data-driven planning with citywide accessibility, the City aims to maximize the impact of its CDBG investments across the community.

Affordable Housing
AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Redondo Beach continues to experience barriers to affordable housing, reflecting the broader challenges seen throughout Los Angeles County, where the high cost of housing places substantial pressure on low- and moderate-income households. As outlined in the City's adopted Analysis of Impediments to Fair Housing Choice (AI), the following priorities have been identified to guide efforts in expanding access to affordable and equitable housing opportunities:

- Support the Cost of Housing for LMI and Special Needs Populations
- Support the Costs Associated with Housing
- Support the Prevention of Housing Discrimination
- Promote and Develop Affordable Housing
- Support Homeownership

For FY 2026-2027, the City will address affordable housing with the following goals, developed based on data gathered while preparing the Analysis of Impediments to Fair Housing, Consolidated Plan, performance trends, and anticipated needs of the City:

One Year Goals for the Number of Households to be Supported	
Homeless	169
Non-Homeless	112
Special-Needs	7
Total	**288**

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	450
The Production of New Units	0
Rehab of Existing Units	5

One Year Goals for the Number of Households Supported Through	
Acquisition of Existing Units	0
Total	**455**

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City will continue to support affordable housing efforts in alignment with the Consolidated Plan and the Analysis of Impediments (AI) by using CDBG funds to assist households across a range of needs. To serve individuals experiencing homelessness, the City partners with Project: NEEDS, 1736 Family Crisis Center, and Harbor Interfaith Services to provide outreach, case management, and supportive services. For low-income households who are not homeless, the City collaborates with Venice Family Clinic to deliver essential services that promote housing stability. Additionally, the City works with the Disability Community Resource Center to support seniors and individuals with disabilities who require specialized assistance.

To address affordable housing needs by support type, the City will continue coordinating with the Redondo Beach Housing Authority to assist approximately 450 households through rental assistance programs. The City will also support the rehabilitation of 5 existing housing units through the Minor Home Repair/ Emergency Rehabilitation (MA/ER) Program, helping preserve safe and affordable housing for low- and moderate-income residents.

Although the City of Redondo Beach does not anticipate producing new housing units or acquiring existing units during the program year, it remains committed to advancing affordable housing goals. The City prioritizes preserving the existing housing stock, providing rental assistance to cost-burdened households, and partnering with public service agencies that focus on homelessness prevention and long-term housing stability.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Redondo Beach does not own or manage public housing units.

Actions planned during the next year to address the needs to public housing

N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Even though the City of Redondo Beach does not operate public housing, it continues to support efforts that encourage resident engagement and pathways to homeownership through its partnership with the Redondo Beach Housing Authority. The City and Housing Authority coordinate on outreach, education, and supportive services that help Housing Choice Voucher participants and other assisted households build long-term stability.

To promote resident involvement and leadership, the Housing Authority provides information about opportunities to participate in program planning, policy discussions, and advisory activities. The City supports these efforts by sharing information through its public communication channels and by collaborating on community meetings when appropriate.

Through these combined efforts, the City and Housing Authority aim to strengthen resident engagement, expand access to information, and support households interested in pursuing greater self-sufficiency and long-term housing stability.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of Redondo Beach is not designated as a troubled agency, but rather a High-Performer.

Discussion

The Redondo Beach Housing Authority is recognized as a High Performer Public Housing Authority, earning a 96 percent rating under HUD's Section Eight Management Assessment Program (SEMAP). The Housing Authority currently assists 598 households through the Housing Choice Voucher Program and remains committed to supporting residents as they seek and maintain stable, affordable housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

During the 2025-2030 Consolidated Plan planning process, the City identified the following priority needs:

- Support the development of decent and affordable housing
- Provide services for the vulnerable population
- Create new affordable housing
- Provide housing and supportive services for people experiencing homelessness
- Assist with rental costs
- Support fair housing activities
- Provide public improvements

In June 2019, the City launched the Enhanced Response to Homelessness Program in direct response to the homeless needs of the community. This initiative focuses on proactive outreach, relationship-building, and connecting unsheltered individuals with case managers who can link them to essential services. These efforts have contributed to significant progress: in 2024, the City achieved "functional zero" homelessness, meaning more individuals were placed into housing than became homeless during the first six months of the year.

To sustain and deepen this progress, the City continues to prioritize consistent outreach that builds trust with unsheltered individuals and facilitates access to case management and supportive services. The City also established the first outdoor Homeless Court in Los Angeles County, an innovative partnership with the justice system designed to help unhoused individuals resolve legal barriers, access services, and transition more efficiently into permanent housing. The Redondo Beach Homeless Court operates as a diversion program focused on connecting participants with housing and supportive services. Housing navigators and service providers are present on site to link individuals to interim and permanent housing options, employment resources, mental health services, substance use treatment programs, assistance with obtaining vital

documents, and opportunities for criminal record expungement. This model equips people experiencing homelessness with the tools and support necessary to address underlying challenges and make meaningful progress toward stability and long-term housing.

Through these coordinated strategies, the City aims to maintain its momentum toward reducing homelessness, strengthening service delivery, and supporting the long-term stability of residents with special needs.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City actively partners with various departments, such as the City Attorney's Office and Community Services, to reduce and ultimately end homelessness for all individuals residing in Redondo Beach.

With CDBG funding, the City will support a range of services aimed at addressing homelessness and housing instability including:

- Hot meals and food pantry services to approximately 89 individuals experiencing homelessness through the City's partnership with Project NEEDs.
- Emergency shelter and case management services to 89 survivors of domestic violence and their children through the City's collaboration with 1736 Family Crisis Center.
- Temporary shelter and case management for 7 individuals experiencing homelessness through the Pallet Shelter Program in collaboration with Harbor Interfaith Services

Recognizing that homelessness affects not only those experiencing it but the broader community as a whole, the City has expanded its efforts to create long-term housing solutions. In partnership with Century Housing, an affordable housing developer, and with the support of General Funds and county resources, the City completed the Moonstone project, converting 20 units at the

Pacific Inn Motel into permanent supportive housing. The City intends to prioritize Moonstone units for individuals transitioning out of the Pallet Shelter Program, helping residents move from temporary shelter into stable, permanent housing.

Through the Enhanced Response to Homelessness Program, the City Council adopted a proactive policy framework to address homelessness, supported by partnerships with PATH, Homeless Intervention Services (HIS), and the Los Angeles County Department of Mental Health. These organizations collaborate closely with the Redondo Beach Police Department and other City departments to provide outreach, engagement, and essential services to unhoused individuals. As part of this effort, the City conducted targeted outreach to better understand local needs and improve service delivery. This outreach identified three overarching categories of homelessness:

- Individuals with chronic mental illness;
- Individuals with drug additions; and
- Habitual offenders who experience homelessness committing small crimes.

The Los Angeles Continuum of Care (CoC) oversees the Greater Los Angeles Homeless Count, which includes both the annual Point-In-Time (PIT) Count and the Shelter/Housing Inventory Count (HIC). The PIT Count provides a one-night snapshot of the number of people experiencing homelessness and is conducted nationwide to inform policy decisions and guide the allocation of housing and supportive services.

The 2025 Greater Los Angeles Homeless Count was conducted over three nights from February 18–20, 2025, with the schedule adjusted due to regional wildfires. The final unsheltered and youth counts were completed on February 28, 2025. The South Bay/Harbor region—of which Redondo Beach is a part—was counted on February 20. Results released in July 2025 showed a 4 percent decline in homelessness across Los Angeles County compared to the previous year.

For Redondo Beach, the 2025 PIT Count identified 20 sheltered individuals staying in temporary shelter programs, consistent with the 2024 count. The visual tally of unsheltered persons recorded 17 individuals not in a dwelling, a slight decrease from the 18 counted in 2024. The 2025 count also documented 27 total dwellings, including 9 cars, 10 vans, and 8 RVs, with no makeshift shelters or tents observed, compared to the 2024 count of 14 cars, 26 vans, 7 RVs, and 7 tents. This suggests modest improvements in reducing unsheltered homelessness and a decline in tent encampments within the city. The City will continue recommending LA-HOP, an online tool used to identify appropriate services, to individuals experiencing homelessness. Through LA-HOP, individuals experiencing homelessness are assigned an outreach coordinator that operates as an agent and contacts the appropriate team for requested services. The goal of LA-HOP is to reduce response times for unhoused individuals.

Furthermore, the City will continue their partnership with PATH, Harbor Interfaith Services, 1736 Family Crisis Center, Project: NEEDs, City Police Department, city Planning Department, and the Los Angeles Department of Mental Health in efforts to provide coordinated and efficient outreach and services to those experiencing homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City seeks to offer a range of housing options and supportive services that address the diverse needs of individuals experiencing homelessness. These efforts include:

Emergency Shelter

608 beds serving individuals and families with children

Transitional Housing

605 beds serving individuals and families with children

Safe Haven

50 beds serving single men and women 18 years and over

Pallet Shelter Program

15 to 20 beds for temporary housing

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

To support these goals, the City works with a network of local and regional partners that provide housing, case management, outreach, and supportive services. Below is a summary of programs in the area that assist chronically homeless individuals, families with children, veterans and their families, and unaccompanied youth in transitioning to permanent housing and achieving long-term stability.

Emergency Assistance to Prevent Eviction (EAPE) – Provides assistance to CalWORKs Welfare-to-Work (WtW) families who are behind on rent and/or utility payments due to a financial crisis. The program helps prevent eviction and homelessness by stabilizing households at risk of losing their housing.

First 5 LA Supportive Housing Program (First 5 LA) – Offers needs-based assistance to homeless or at-risk families with children from birth to age five, including families with past or current involvement with the Department of Children and Family Services. The program connects families to supportive housing and related services.

Homeless Assistance (HA) – A CalWORKs program that offers both Temporary and Permanent Homeless Assistance. Temporary HA provides short-term shelter payments for families while they search for permanent housing, while Permanent HA helps families secure long-term housing solutions.

HUD-VASH Vouchers (VASH) – Combines Housing Choice Voucher rental assistance for homeless veterans with case management and clinical services provided by the U.S. Department of Veterans Affairs. The program supports long-term housing stability for veterans and their families.

Moving Assistance (MA) – Supports CalWORKs Welfare-to-Work (WtW) families who are homeless or at risk of homelessness due to a financial crisis beyond their control. The program provides financial assistance to help families secure or maintain stable housing.

Redondo Beach Homeless Task Force – A City-led collaborative focused on developing policies, partnerships, and strategies to address homelessness locally. The task force works across departments and with regional partners to coordinate outreach, services, and housing resources.

South Bay Coalition to End Homelessness – The lead homelessness collaborative for SPA 8 within the Los Angeles Continuum of Care. The Coalition provides referrals, guidance, and coordination across a wide network of homeless service and supportive programs throughout the South Bay region.

Supportive Services for Veteran Families (SSVF) – A community-based program that rapidly re-houses homeless veteran households and prevents homelessness among veterans facing a housing crisis. SSVF focuses on short-term interventions that promote long-term housing stability.

Unaccompanied Youth Programs - Several local programs serve youth experiencing homelessness, including the 1736 Emergency Youth Shelter, Hathaway-Sycamores Independent Living Program, Divinity Prophet Independent Living Program, and Richstone's Transitional Housing Program (THP) and Transitional Living services. These programs provide shelter, life-skills training, and pathways to independent living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving

assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Helping low-income individuals and families avoid homelessness remains a core priority for the City. This includes supporting extremely low-income households, people exiting publicly funded institutions or systems of care, and individuals receiving services from agencies addressing housing, health, employment, education, and youth needs. The City works closely with regional partners in Service Planning Area 8 (SPA 8) to ensure that residents have access to programs that stabilize households, prevent housing loss, and connect people to long-term support.

SPA 8 offers a range of programs designed to prevent homelessness among diverse populations. In addition, federal programs serve veterans and their families as part of broader efforts to end veteran homelessness. Below is an overview of key programs available in the region.

Coordinated Entry System (CES) – A countywide framework that connects chronically homeless individuals to housing and services using a standardized assessment tool. CES prioritizes individuals based on vulnerability and coordinates resources from agencies such as the Department of Mental Health, Department of Health Services, local housing authorities, and the Department of Veterans Affairs.

Emergency Assistance to Prevent Eviction (EAPE) – Provides financial assistance to CalWORKs Welfare-to-Work (WtW) families who are behind on rent or utility payments due to a financial crisis. The program helps prevent eviction and stabilize households at risk of homelessness.

First 5 LA Supportive Housing Program (First 5 LA) – Offers needs-based support to homeless or at-risk families with children from birth to age five, including families with past or current involvement with the Department of Children and Family Services. The program connects families to housing and supportive services.

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Redondo Beach Homeless Task Force – A City-led collaborative that develops policies, partnerships, and strategies to address homelessness locally. The task force works across departments and with regional partners to coordinate outreach, services, and housing resources.

Supportive Services for Veteran Families (SSVF) – A community-based program that rapidly re-houses homeless veteran households and prevents homelessness among veterans facing a housing crisis. SSVF focuses on short-term, targeted interventions that promote long-term housing stability.

Discussion

The City of Redondo Beach continues to make meaningful progress toward reducing, and ultimately ending, homelessness within the community. Building on these efforts, the City remains committed to prioritizing homelessness prevention, expanding access to supportive services, and ensuring that all residents have the opportunity to obtain safe, stable, and decent housing.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Ensuring access to affordable, safe, and equitable housing remains a central priority for the City of Redondo Beach. As part of the Analysis of Impediments to Fair Housing Choice (AI), the City examined local housing conditions, market trends, and community feedback to identify the key factors that limit affordable housing opportunities for residents. This analysis, grounded in data and shaped by extensive community engagement, highlighted several contributing barriers that affect both the availability and accessibility of affordable housing in Redondo Beach. The following factors were identified as significant barriers to affordable housing:

- High cost of housing (rental and homeownership)
- Low support or assistance from financial institutions
- Lack of innovative programs to increase LMI homeownership
- High cost of development
- Substandard housing and overcrowding
- Lack of fair housing education and regulation
- Limited opportunities for affordable senior housing, including those entering the senior age group
- Lack of outreach regarding affordable housing opportunities
- Stigmas surrounding affordable housing development and unsheltered individuals

Thus, City staff identified the following goals and actions to address these factors:

- Support the Costs Associated with Housing
- Support the Costs of Housing for LMI and Special Needs Populations
- Support the Prevention of Housing Discrimination
- Promote the Development of Affordable Housing
- Support Homeownership

The Community Development Department completed the 2021–2029 Housing Element, which was adopted by the City Council and certified by the State of California. The Housing Element identifies existing and planned housing opportunities to meet the City's Regional Housing Needs Allocation (RHNA) and outlines strategies to expand housing options for residents across all income levels. As part of this effort, the City continues to monitor, facilitate, and support the development of new housing projects that contribute to RHNA compliance and advance local housing goals.

The Housing Element highlights several key projects that contribute to the City's planned housing capacity:

- South Bay Galleria Project – A major redevelopment project entitled for 300 new residential units, including 30 units reserved for very low-income households. The project is expected to deliver a mix of housing types integrated into a larger commercial and community-serving redevelopment.
- Legado Mixed-Use Project – A mixed-use development consisting of 115 residential units and approximately 22,000 square feet of retail and restaurant space, contributing to both housing supply and economic vitality.
- Alcast Foundry Redevelopment – A project entitled for the construction of 36 new townhomes, replacing an underutilized industrial site with new residential opportunities.
- The Moonstone (Project Homekey) – A successful Homekey conversion that transformed a former motel into 20 units of permanent supportive housing, providing long-term stability for individuals experiencing homelessness.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on

residential investment

The City recognizes that public policies, such as land use controls, zoning ordinances, development fees, building codes, and other regulatory requirements, can unintentionally limit the production of affordable housing or increase development costs. To address these potential constraints, the City will continue implementing strategies outlined in the 2021–2029 Housing Element, which focuses on reducing regulatory barriers, encouraging a wider range of housing types, and supporting the development of affordable units across the community.

The 2021–2029 Housing Element defines strategies and programs that focus on:

- Conserving and improving existing affordable housing;
- Providing adequate housing sites;
- Assisting in the development of affordable housing;
- Removing governmental and other constraints to housing development; and
- Promoting equal housing opportunities.

Furthermore, the Housing Element identified potential ordinances and site strategies for zoning updates to promote the development of affordable housing:

- Mixed-Use Development – The City identified nine underutilized properties that can be redeveloped for mixed-use development.
- Residential Overlay – The City identified six areas for potential housing opportunities: North Kingsdale, North Tech District, 190th Street, Industrial Flex – South of Transit Center, South Bay Marketplace – South of Galleria, and FedEx Area.
- Anticipated Accessory Dwelling Units (ADUs) – There has been a steady increase in ADUs in the community. The City expects an average of 30

ADUs annually for the next eight years.

- Residential Recycling – Vacant parcels or potential sites where existing uses were not residential have been identified to be "recycled" into higher densities. A total of 826 parcels met the criteria listed in the 2021-2029 Housing Element.
- Housing on Church Properties – The City identified four churches along Broadway that can be used to provide affordable housing on site and receive parking relief to facilitate development.

The City also plans to update its Zoning Ordinance to implement the new General Plan. As part of the Zoning Ordinance update, the following ordinances will be addressed:

- AB 1763 – Density bonus for 100 percent affordable housing
- SB 1227 – Density bonus for student housing
- AB 2345 – Increase maximum allowable density
- SB 2, SB 745, and AB 2162 – Define transitional and supportive housing pursuant to California Government Code Sections 65582(f), (g), and (h); and permanent supportive housing up to 50 units are permitted by right where multi-family and mixed-use developments are permitted
- AB 139 – Amend zoning provisions for emergency shelters
- AB 101 – Establish provisions for Low Barrier Navigation Centers (LBNC)
- SB 35 – Establish a streamlined ministerial review process for multi-family residential projects
- Single Room Occupancy (SRO) Housing – Address the provisions of SRO units as a conditionally permitted use in the C-4 zone
- Definition of Family – Amend the Ordinance to remove the definition or adopt an inclusive definition that complies with State and Federal fair housing laws
- Parking Requirements – Address parking requirements and amend

parking burden on multi-family residential development

- Unlicensed Group Homes – Assess types of housing that may fall into this category and the provision of group homes that are not required to be licensed
- Conditional Use Permit – Raise threshold of administrative review and utilize a development review process that focuses on site plan and design reviews by the Planning Commissions for up to 15 units

Furthermore, the following updates have been made to the City's Zoning Ordinance to further support the development of affordable housing:

- Employee Housing – The City recognizes employee housing for six or fewer employees as a permitted residential use consistent with state law.
- Reasonable Accommodation – The City maintains a formal Reasonable Accommodation procedure to ensure equal access to housing for persons with disabilities.

Discussion

The City recognizes that governmental processes, regulations, and development standards greatly influence the cost and feasibility of producing affordable housing. To help mitigate potential constraints, the City will continue reviewing and refining residential development standards, zoning regulations, ordinances, and permitting procedures to ensure they do not create unnecessary barriers to housing production, particularly for developments serving low- and moderate-income households.

As part of this effort, the City will evaluate opportunities to streamline approval processes, reduce processing times, and improve coordination across departments involved in housing development. The City will also assess residential fees and consider adjustments or incentives that support the creation of affordable housing.

In addition, the City of Redondo Beach will continue collaborating with developers, regional partners, and community stakeholders to identify innovative approaches that expand housing opportunities while maintaining high standards for safety, design, and neighborhood compatibility.

AP-85 Other Actions – 91.220(k)

Introduction

The City recognizes that achieving the goals outlined in the Consolidated Plan requires targeted investments in housing and community development, but also sustained efforts to strengthen institutional capacity, foster coordination, reduce poverty, and address systemic barriers. This section outlines the additional actions the City will take during the FY 2026–2027 Action Plan Year to address these obstacles.

Actions planned to address obstacles to meeting underserved needs

The City of Redondo Beach recognizes that several population groups continue to face significant challenges related to income, housing stability, and access to supportive services. Based on community input and local data, the City identified the following underserved groups:

- Elderly households
- Persons with disabilities and developmental disabilities
- Large households
- Single-parent households
- Unsheltered individuals

To address the obstacles faced by these populations, the City will continue partnering with a range of public service agencies that provide both housing assistance and supportive services tailored to the needs of vulnerable residents.

The City plans to work with St. Paul's Methodist Church – Project: NEEDS to provide hot meals and food pantry accessibility for individuals experiencing homelessness.

The City intends to fund Disability Community Resource Center to provide independent living skills, training, and referrals for housing.

The City will continue its partnership with 1736 Family Crisis Center to provide housing for victims of domestic violence and their children who are experiencing homelessness or at-risk of becoming homeless.

The City will collaborate with Harbor Interfaith Services to fund the Pallet Shelter Program, which provides temporary shelter for individuals experiencing homelessness.

Additionally, the City intends to work with Venice Family Clinic to provide services through their Behavioral Health Program to assist individuals with trauma and foster their well-being.

Finally, the City will continue to contract with the Housing Rights Center to provide fair housing education, outreach, and enforcement services. This partnership will help ensure that residents understand their rights, receive assistance with discrimination complaints, and have equitable access to housing opportunities.

Actions planned to foster and maintain affordable housing

The City of Redondo Beach is committed to preserving and expanding affordable housing opportunities for residents across all income levels. To support this goal, the City will continue funding the Mobility Access/Emergency Repair (MA/ER) Program, which provides grants of approximately $7,500 for eligible homeowners to complete essential mobility access improvements or emergency repairs. These investments help maintain the long-term habitability of existing housing stock, particularly for seniors, persons with disabilities, and low-income households.

Through the Redondo Beach Housing Authority, the City will also continue administering Housing Choice Vouchers to assist low- and moderate-income households in securing safe, decent, and affordable housing. This program plays a critical role in preventing homelessness and supporting housing stability for vulnerable residents.

In addition, the City will monitor its residential sites inventory to ensure compliance with no-net-loss requirements and to preserve opportunities for

future housing development. The City will continue promoting the production of affordable housing by supporting appropriate zoning, encouraging mixed-income development, and collaborating with developers and regional partners to identify opportunities for new affordable units.

The City will also explore additional strategies, such as leveraging state and federal funding sources, supporting rehabilitation of older housing stock, and coordinating with nonprofit housing providers, to further strengthen the availability and long-term sustainability of affordable housing in Redondo Beach.

Actions planned to reduce lead-based paint hazards

The City of Redondo Beach remains committed to protecting residents, especially children, from the dangers of lead-based paint. In accordance with HUD's Lead-Safe Housing Rule (24 CFR 35), the City incorporates lead-hazard evaluation and mitigation into its Mobility Access/Emergency Repair (MA/ER) Program and will continue strengthening these practices throughout the 2026–2027 program year.

Before any work begins for eligible MA/ER applicants, the age of the home is reviewed to determine the likelihood of lead-based paint. When required, the City contracts certified Lead-Based Paint Inspectors and Risk Assessors to conduct inspections, perform risk assessments, and oversee the safe removal or abatement of lead-based paint hazards. All work is carried out in compliance with federal lead-safe work practices.

The MA/ER Program provides grants of approximately $7,500 for mobility access improvements and emergency repairs. While these repairs typically involve minimal disturbance of painted surfaces, City staff ensures that all lead-based paint requirements are followed when determining the scope of work and during project implementation.

In addition to these efforts, the City will continue educating homeowners and contractors about lead-safe practices, reinforcing compliance with federal regulations, and promoting awareness of lead hazards in pre-1978 housing.

Actions planned to reduce the number of poverty-level families

The City of Redondo Beach will continue supporting efforts that help low-income households achieve greater economic stability and reduce the number of families living in poverty. The City continues to pursue its Mobility Access/Emergency Repair Program which provides essential home repairs and accessibility improvements for income-qualified residents, helping them maintain safe and stable housing.

Actions planned to develop institutional structure

The Community Services Department oversees and administers the City's CDBG program, but recognizes that effective housing and community development work relies on strong interdepartmental and interagency collaboration. To maximize impact and ensure coordinated service delivery, the Community Services Department will partner with the following City departments and community agencies:

- Community Development Department
- Public Works Department
- City Attorney's Office
- Redondo Beach Housing Authority
- Non-profit public service agencies
- Independent Contractors

Lastly, the following codes in the City's Zoning Ordinance will be reviewed and updated :

- AB 1763 – Density bonus for 100 percent affordable housing
- SB 1227 – Density bonus for student housing
- AB 2345 – Increase maximum allowable density
- SB 2, SB 745, and AB 2162 – Define transitional and supportive housing pursuant to California Government Code Sections 65582(f), (g), and (h); and permanent supportive housing up to 50 units are permitted by right where multi-family and mixed-use developments are permitted
- AB 139 – Amend zoning provisions for emergency shelters

- AB 101 – Establish provisions for Low Barrier Navigation Centers (LBNC)
- SB 35 – Establish a streamlined ministerial review process for multi-family residential projects
- Single Room Occupancy (SRO) Housing – Address the provisions of SRO units as a conditionally permitted use in the C-4 zone
- Employee Housing – Address the provision of employee housing for six or fewer employees as a regular residential use
- Reasonable Accommodation – Provide formal process for providing reasonable accommodation to persons with disabilities
- Definition of Family – Amend the Ordinance to remove the definition or adopt an inclusive definition that complies with State and Federal fair housing laws
- Parking Requirements – Address parking requirements and amend parking burden on multi-family residential development
- Unlicensed Group Homes – Assess types of housing that may fall into this category and the provision of group homes that are not required to be licensed
- Conditional Use Permit – Raise threshold of administrative review and utilize a development review process that focuses on site plan and design reviews by the Planning Commissions for up to 15 units

Overall, the City of Redondo Beach is prepared to address and develop an institutional structure to promote the development of affordable housing.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Redondo Beach will continue strengthening collaboration among public agencies, nonprofit organizations, and housing providers to improve service delivery and expand housing opportunities for residents. Through the City's Enhanced Response to Homelessness Program, the City established a Homeless Court to help individuals experiencing homelessness resolve eligible court cases in a supportive setting. This model reduces transportation barriers for defendants and connects participants to services offered by PATH and Harbor Interfaith Services. When appropriate, cases may be diverted or dismissed upon successful engagement in services. The Program also provides

access to bridge housing through the Pallet Shelter Program, ensuring individuals have a safe place to stay while working toward long-term stability.

The City will continue coordinating closely with regional social service agencies, public safety departments, and mental health providers to ensure individuals receive specialized resources tailored to their needs. This includes strengthening referral pathways, improving communication between partners, and supporting multidisciplinary outreach efforts.

To expand affordable housing opportunities, the City plans to work with affordable housing developers to acquire property and develop new units for low- and moderate-income households and residents with special needs. This includes advancing projects such as the planned South Bay Galleria redevelopment, which is expected to incorporate affordable housing components.

Additionally, the City intends to continue their collaboration with the Housing Rights Center to provide fair housing education, outreach, and enforcement services in Program Year 2026-2027. This partnership helps ensure that residents understand their rights under fair housing laws and that reported cases of discrimination are properly investigated and addressed.

Discussion

The City of Redondo Beach remains committed to maintaining strong partnerships and cultivating new collaborations that enhance its ability to leverage federal resources effectively. By aligning local priorities with community needs, the City has identified clear goals and strategically allocated federal funds to support impactful housing and community development programs. Through continued coordination with local agencies, service providers, and regional partners, the City looks forward to expanding its capacity to serve residents and improving outcomes for households across Redondo Beach. Ultimately, the City remains dedicated to fostering an inclusive, supportive community and ensuring that all residents have access to the services and opportunities they need to thrive.

Program Specific Requirements
AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

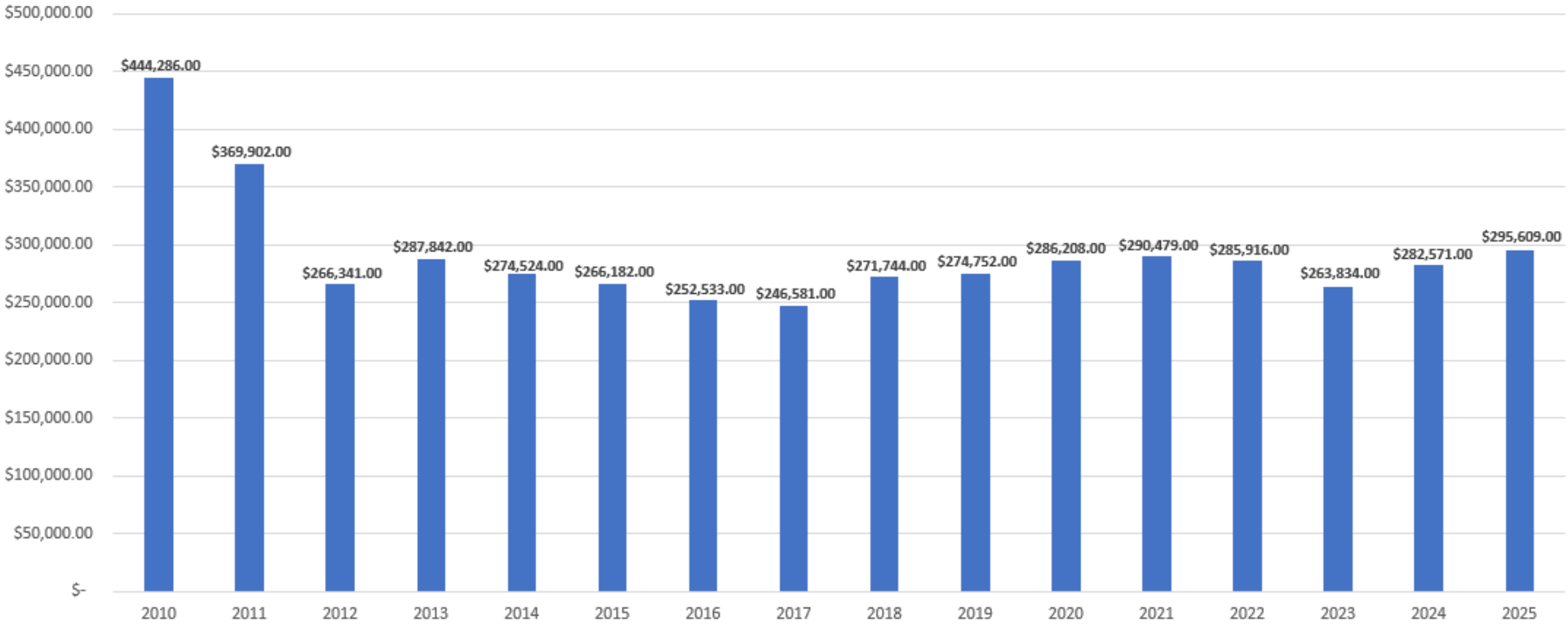
1. The total amount of program income that will have been received before
the start of the next program year and that has not yet been reprogrammed
2. The amount of proceeds from section 108 loan guarantees that will be
used during the year to address the priority needs and specific objectives
identified in the grantee's strategic plan
3. The amount of surplus funds from urban renewal settlements
4. The amount of any grant funds returned to the line of credit for which the
planned use has not been included in a prior statement or plan.
5. The amount of income from float-funded activities
Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

City of Redondo Beach - CDBG Funding History



Administrative Report

N.1., **File #** 26-0465 **Meeting Date:** 4/14/2026

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF FEE WAIVERS FOR THE NORTH REDONDO BEACH CERTIFIED FARMERS MARKET TO BE HELD ON GREEN LANE IMMEDIATELY SOUTH OF ARTESIA BOULEVARD

EXECUTIVE SUMMARY

The North Redondo Beach Certified Farmers Market is a grassroots initiative organized by local residents to establish a farmers market in North Redondo Beach. In anticipation of the farmers market beginning weekly operations in late April, the organizers have requested fee waivers associated with event-related permits and certain City costs.

BACKGROUND

The North Redondo Beach Certified Farmers Market (NRBFM) is organized by OurNRB, a local 501 (c)(3) non-profit established to help the North Redondo Beach community maintain, enhance, and beautify the Artesia and Aviation Corridors Area Plan (AACAP) District and surrounding neighborhood. The organization's mission is to improve the physical environment and strengthen quality of life through beautification, maintenance, public art, placemaking, events, and local engagement. Proceeds from the NRBFM will be reinvested into activities such as street trees, benches, artwork, cleanups, and community gatherings. All use of the funds will be guided by community input to ensure projects reflect local priorities and approved by the City when utilized on public property.

The NRBFM will operate as a six-month pilot program from April 22, 2026 through October 28, 2026, taking place every Wednesday from 2:00 PM and 7:00 PM. The NRBFM will be located on Green Lane between Artesia Boulevard and Vanderbilt Lane and is expected to feature approximately 30 to 45 vendors. During the pilot period, the NRBFM will be limited to selling food and nursery products.

City staff members have worked collaboratively with representatives of OurNRB throughout the development of the proposed pilot program. Staff provided information on permitting requirements, operational considerations, and site logistics to help ensure the proposal is safe and consistent with City policies and procedures. Staff also evaluated potential impacts on City services and incorporated measures to avoid disruptions to daily operations.

Since the NRBFM will take place on City property, OurNRB is required to obtain certain permits. The required permits and their costs are listed below:

Permit Type	Cost
Street Closure	$1,011 for the six-month pilot period
Event Permit	$55
Tent Permit	$169 (based on a cumulative total of 10 tents in a space under 700 sq. ft.)
Street Banner Hanging Permit	$650 for one banner to be displayed for two weeks (April 20 through May 4, 2026)
No Parking Sign Installation	$480 (estimated 8 new signs fabricated and installed by Public Works)
Business Licenses	To be determined, dependent on the number of vendors and participation frequency
Estimated Total	**$2,365**

OurNRB has requested a waiver of the associated fees and signage costs. Staff supports waiving all of the fees listed above, with the exception of business licenses. Given the planned frequency and duration of the market, staff recommends individual business licenses be obtained by regular recurring NRBFM vendors to ensure sales tax/activity is accurately tracked and reported.

OurNRB plans to conduct a mid-point evaluation of the pilot program after three-months to identify operational issues, assess performance, and implement any necessary adjustments. A full evaluation will occur at the conclusion of the six-month pilot to determine whether the NRBFM can transition into a permanent program. Throughout the pilot period, the North Branch Library and the Community Services offices will remain open, and their parking lots will continue to be accessible to the public. Staff will monitor weekly NRBFM operations to ensure there are no adverse impacts on City functions.

Per Redondo Beach Municipal Code Section 4-17.16, permit fees may be waived by the City Council when the City Council determines that such a waiver serves a public purpose. This item supports the City's Strategic Plan Goal 1.2 to revitalize Artesia Boulevard. Accordingly, this report/discussion provides the City Council an opportunity to discuss the NRBFM and consider waiving the applicable fees.

COORDINATION

The City's Manager's Office coordinated this report with the Community Services Department and representatives from OurNRB.

FISCAL IMPACT

If the fee waiver is approved by the City Council as recommended by staff, an estimated $2,365 in permit fees would not be collected by the City.

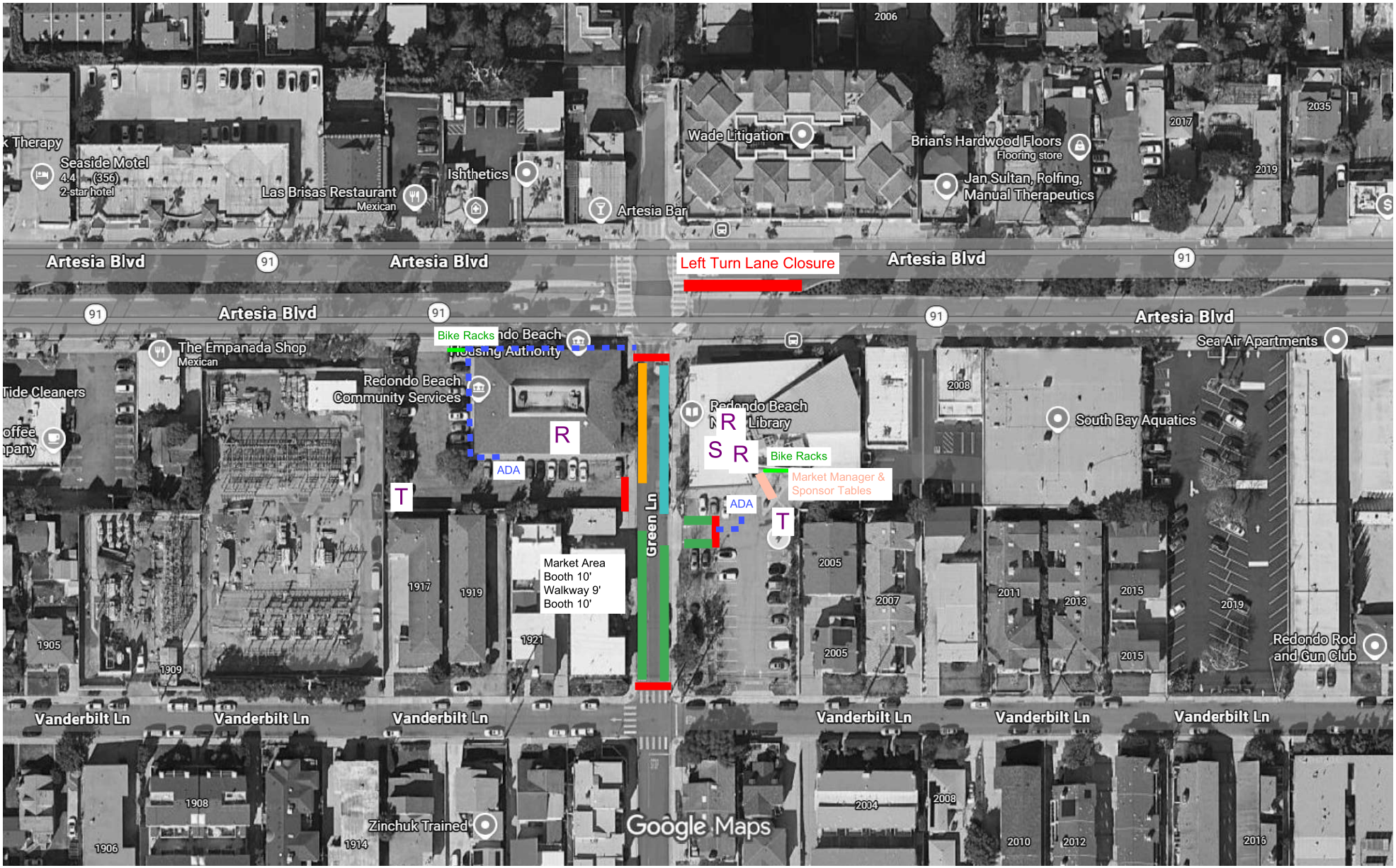
APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- NRB Farmers Market Site Plan
- OurNRB Bylaws

Google Maps

NRB Farmers Market



R Restrooms
T Trash Enclosures
S 3 Compartment Sink

Certified Produce
Prepares On site Food
Pre- Packaged Food

Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 50 ft

BYLAWS OF
OurNRB

A California Nonprofit Public Benefit Corporation

Article I. Name

1.0 The name of this corporation is OurNRB.

Article II. Purposes & Limitations

2.0 The Purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the Nonprofit Public Benefit Corporation Law.

3.0 Within the context of the general purpose stated above, this corporation is formed by the community of North Redondo Beach as a means to maintain and improve the physical surroundings of the AACAP Zone as well as the community environment in the neighborhood. OurNRB shall achieve these objectives by pursuing activities including, but not limited to physical improvements, beautification efforts, general maintenance, advertising and promotion, volunteer activities, farmers market, staging of events and involvement in the City and community development efforts.

4.0 No part of the net earnings of the corporation may inure to the benefit to any member.

Article III. Boundaries

5.0 The OurNRB boundaries shall consist of properties within the City of Redondo Beach north of Ripley Blvd, south of Graham Ave expanding to east and west borders of the City.

Article IV. Membership

6.0 Primary/Voting Member – constrained to any adult resident, property owner, business owner, sponsor or donor within the Boundaries described in Article III. Privileges include voting rights on key organizational matters, such as electing board members, approving significant policy changes, or amending bylaws.

7.0 Supporting/Non-Voting Member – open to any adult resident, property owner or business owner in the City of Redondo Beach or any sponsor or donor to the OurNRB outside of the Boundaries described in Article III. Non-voting members participate primarily through their engagement in activities and sponsorship support.

8.0 No member shall use the name of the Corporation, or membership in the Corporation, for political or economic gain, outside of the normal business relations established by reason of said membership, without prior written consent of the Board of Directors.

Article V. Primary Funding

9.0 Funding Agreement: Funds may also be raised by OurNRB via independently sponsored special events, membership dues, sponsorship, donation. These funds raised by OurNRB shall be deposited and held in the OurNRB account as the funds collected.

Article VI. Board of Directors

10.0 Powers & Responsibilities: Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations in the articles of incorporation and bylaws regarding actions that require the approval of the members, the corporation's activities and affairs shall be managed, and all corporate power shall be exercised, by or under the Board's direction.

11.0 Qualifications: Any regular member of the Corporation shall qualify to serve on the Board of Directors. The number of Board of Directors shall be an odd number not to be fewer than five (5) not more than nine (9). No more than two (2) Board of Directors may be Supporting Members as described in Article IV, Section 7.0.

12.0 Term: The Board of Directors shall be elected at each annual meeting of the Corporation and hold office for two calendar years, unless in the case of earlier resignation, removal from office, or death. Terms shall commence on April 1st ending on March 31st with the majority half of Board elected in even years and the remaining Board of Directors in odd years to allow for consistency.

13.0 Nomination and Election of Directors: All persons wishing to serve on the Board shall be a member, officer, or authorized representative of a member and submit their name to the currently sitting Board not less than forty-five days in advance of the upcoming election.

14.0 Elections: The voting representatives of membership shall elect Board of Directors. Elections shall occur at the 4th Quarter Annual Meeting of each calendar year. The candidates receiving the largest number of votes for each Board of Directors position will be designated to the position for the upcoming term. If election results do not fill all available Board positions, the newly elected Board of Directors may solicit, nominate, and appoint any qualified neighborhood resident for an open position without a vote by the general membership.

15.0 Vacancy: In the event of a vacancy on the Board of Directors the vacancy shall be filled by appointment of a replacement by the remaining Board of Directors. An appointed Board Member shall serve the remainder of the unexpired term of his predecessor on the Board, if any.

16.0 Authority to Contract: The Board of Directors, except as in the ByLaws otherwise provided, may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power of authority to bind the Corporation by any contract or agreement, or to pledge its credit, or to render it liable for any purposes or any amount, except as provided in the California Nonprofit Corporation Law.

Article VII. Officers

17.0 The Officers of the Corporation shall consist of the Directors serving as President, Vice President, Secretary, and Treasurer, plus any other offices as the Board may create Regular Directors. Officers may be combined.

18.0 Election of Officers: Officers shall be elected by a majority vote of board members. Election of officers shall be held at the first board meeting of the newly elected board members.

19.0 Term & Term Length: Officers' terms shall be one year in length and commence on April 1st ending on March 31st.

20.0 Duties of Officers:

20.1 President: Shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign any written instruments; shall be responsible for all distributions of notices; nominate standing committee Chairs (for Board majority approval); act as ex-officio member of all committees; and conduct business as necessary for the proper function of the Corporation.

20.2 Vice President: Shall act as President in place of the President's absence, inability or refusal to act; shall be responsible for Marketing and Public Relations matters; and shall exercise and discharge other duties as required by the Board.

20.3 Secretary: Shall keep a record of all proceedings and elections, maintain an accurate set of By-Laws of the Corporation; serve notice of the meetings of the Board and membership; cause news updates to be published and sent to the members on a regular basis, and shall exercise and discharge other duties as required by the Board.

20.4 Treasurer: Shall receive and deposit in proper accounts all monies of the Corporation and disburse such funds as directed by the Board; sign all checks; keep all proper books of account prepare statements of income & expenditures; cause to be prepared all proper tax documents; and shall exercise and discharge other duties as required by the Board.

21.0 Resignation & Removal of Officers: Any Officer may be removed from office by the Board of Directors with cause by a majority vote of the Board. Any Officer may resign from office and the Board by giving written notice to the Board, which resignation takes effect on the date of receipt. The acceptance of such resignation is not required. Officers may resign a specific Office, but remain on the Board as a Director.

22.0 Filling Unexpired Terms & Vacancies for Officers: Upon resignation or removal of an Officer, the Board may elect a replacement Officer from the current Board. New Officers are elected by a majority vote of the Board. Replacement Officers shall complete the term of the former Officer and may stand for election by the membership during the election for the next term period.

Article VIII. Meetings

23.0 Board of Directors Meetings

23.1 Regular Directors Meetings: Regular meetings of the Board shall be held a minimum of four times per year. Notice of regular Board meetings shall be made to all Directors not less than five (5) days prior to the meeting. Board members agree to attend 75% of the meetings held annually. The Board may vote to remove a member of the Board for excessive absences.

23.2 Special Directors Meetings: Special meetings of the Board shall be called by the President or any two Directors. Notice of special meetings shall be given by email not less than two (2) days prior to the vote on any issue to be considered at the Special Directors meeting. All Directors shall vote by email on the issues considered at a special meeting.

23.3 Board of Directors Quorum: Every act or decision made by the Directors presented at a duly held meeting at which a quorum is present shall be regarded as an act of the Board. A quorum is defined as a minimum of 60% of Board of Directors.

23.4 Remote Attendance: Allowed under just cause. A quorum of Board Members must be present in person.

24.0 Meetings of Members

24.1 Regular Meetings of Members: General meetings of the members shall be held once a year within 30 days of the end of the fiscal year unless otherwise notified.

24.2 Notice of Meetings: Written notice for each meeting of the members shall be given at the direction of the Secretary at least seven days in advance of the meeting. Such notice shall specify the time, day, location, and the purpose of the meeting.

Article IX. Procedure

25.0 All meetings of the Corporation shall be governed by legally acceptable parliamentary procedures established by the Board of Directors. Unless otherwise specified by amendment or board action, Robert's Rules of Order (current edition) shall govern as the prevailing parliamentary format.

Article X. Records & Inspection

26.0 The by-laws, books, records, and papers of the Corporation shall be made available during reasonable business hours, for inspection by any members in the principal office. Records of the Corporation must be in compliance with all applicable rule, laws and regulations for a period of not less than two years in a place designated by the Board.

Article XI. Insurance

27.0 The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any

liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's, employee's, or agent's status as such.

Article XII. Indemnification

28.0 Right of Indemnity - To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees and other persons described in Section 7237(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in that Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that Section. "Expenses", as used in this by-law, shall have the same meaning as in Section 7237(a) of the California Corporations Code.

29.0 Approval of Indemnity- On written request to the Board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporations Code, the Board shall promptly determine under Section 7237(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of members. At that meeting, the members shall determine under Section 7237(e) whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, members present at the meeting in person or by proxy shall authorize indemnification.

30.0 Advancement of Expenses - To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Section 28 of these by-laws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is not entitled to be indemnified by the corporation for those expenses.

Article XIII. Dissolution

31.0 Corporation may be dissolved only upon a written three-quarter vote of the Board. The Treasurer shall, after an affirmative vote for dissolution, distribute the balance of any surplus funds, after expenses, in accordance with the disbursement procedure recommended by the Board at that time, however subject to all laws relating to non-profit public benefit corporations.

32.0 No Member of the Corporation shall have any right, title or interest whatsoever in or to any property or asset that the Corporation may have or hereafter acquire. In the event of or upon the dissolution or winding up of this Corporation, the Directors or persons in charge of the liquidation shall distribute any assets remaining, after the payment or discharge of all the Corporation's debts or obligations, to a charitable organization holding an exempt status, or otherwise in accordance with California Nonprofit Corporation Law.

Article XIV. Amendments to Bylaws

33.0 These ByLaws may be amended or repealed, or new ByLaws may be adopted, by a majority vote of the Members, or by the vote of the majority of the authorized number of Directors pursuant to the provisions for action by the Board set forth in these ByLaws, at any regular or special meeting upon no fewer than 14 days written notice setting forth the intention to alter, amend, repeal, or adopt new ByLaws at such meeting.

Article XV. Certification

I, the undersigned, do hereby certify that I am the duly elected President and a Board Member of the Board of Directors of OurNRB, and that the foregoing By-laws constitute the succeeding By-laws of said Corporation, as duly adopted at a meeting of the Board of Directors, held on the 6th day of February, 2026, and ratified by a majority of the membership present at a regular meeting.

By: Teresa Mitchell _____

Digitally signed by Teresa Mitchell
DN: cn=Teresa Mitchell, o, ou, email=teresa@mpicomputers.com, c=US
Date: 2026.03.20 11:52:11 -07'00'

President

Administrative Report

T.1., **File #** 26-0425 **Meeting Date:** 4/14/2026

TITLE

ADJOURN IN MEMORY OF DEBBIE HANNON, FORMER COMMISSIONER AND LONG TIME RESIDENT