

**CITY OF REDONDO BEACH  
CITY COUNCIL AGENDA  
Tuesday, May 17, 2022**

**415 DIAMOND STREET, REDONDO BEACH**

**CITY COUNCIL CHAMBER**

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

NOTICE OF MEMBER TELECONFERENCE

**MAYOR BILL BRAND WILL PARTICIPATE REMOTELY FROM:  
CASA DEL PEZ GALLO  
LA RIBERA, BAJA CALIFORNIA SUR, MEXICO**

City Council meetings are broadcast live through Spectrum Cable, Channel 8, and Frontier Communications, Channel 41 and/or rebroadcast on Wednesday at 3PM and Saturday at 3PM following the date of the meeting. Live streams and indexed archives of meetings are available via internet. Visit the City's official website at [www.Redondo.org/rbtv](http://www.Redondo.org/rbtv).

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

Register in advance for this meeting:

[https://us02web.zoom.us/webinar/register/WN\\_g3I7YNXxRu6TWlxKrt6V9w](https://us02web.zoom.us/webinar/register/WN_g3I7YNXxRu6TWlxKrt6V9w)

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 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. Comments may be

read out loud during the meeting.

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

### **4:30 PM - 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:](#)

[AIDS Healthcare Foundation and City of Redondo Beach v. Rob Bonta, in his official capacity as California Attorney General; State of California; and Does 1 to 100](#)

[Case Number: 21STCP03149](#)

**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**

**D.1. [INTRODUCTION OF HONORABLE HOLLY J. MITCHELL AS REDONDO BEACH'S NEW LOS ANGELES COUNTY SUPERVISOR](#)**

**D.2. [ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO THE NEW SR. DEPUTY CITY PROSECUTOR, SUZANNE DELGIN](#)**

**E. APPROVE ORDER OF AGENDA**

**F. AGENCY RECESS**

**G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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**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 REGULAR AND REGULAR MEETING OF MAY 17, 2022](#)**

**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. APRIL 12, 2022 ADJOURNED REGULAR & REGULAR MEETING](#)**

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.4. [PAYROLL DEMANDS](#)**

[CHECKS 28159-28197 IN THE AMOUNT OF \\$60,726.12, PD. 5/13/22](#)  
[DIRECT DEPOSIT 248209-248730 IN THE AMOUNT OF \\$1,801,375.30, PD. 5/13/22](#)  
[EFT/ACH \\$7,557.23, PD. 4/15/22 \(PP2208\)](#)  
[EFT/ACH \\$362,209.91, PD. 4/27/22 \(PP2208\)](#)

[ACCOUNTS PAYABLE DEMANDS](#)

[CHECKS 103456-103674 IN THE AMOUNT OF \\$2,999,558.88](#)  
[REPLACEMENT DEMAND 103455 \\$5,044.00](#)

**CONTACT:** JENNIFER PAUL, FINANCE DIRECTOR

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

1. APPROVE A TRANSIT CENTER USE AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF LAWNDALE IN THE AMOUNT OF ONE DOLLAR PER YEAR FOR THE TERM JULY 1, 2022 TO DECEMBER 31, 2027.

2. APPROVE AN AGREEMENT WITH SOUTHERN CALIFORNIA EDISON COMPANY FOR EXTENSION OF ELECTRIC LINES AND SERVICE FOR TRAFFIC SIGNALS AT THE INTERSECTION OF TORRANCE BOULEVARD AND FRANCISCA AVENUE AT 304 ½ S. FRANCISCA AVENUE IN AN AMOUNT NOT TO EXCEED \$1,237.14 EFFECTIVE MAY 17, 2022 UNTIL COMPLETED.

3. APPROVE AN AGREEMENT WITH THALES CONSULTING, INC. FOR PREPARATION AND FILING OF REPORTS REQUIRED BY THE CALIFORNIA STATE CONTROLLER'S OFFICE IN AN AMOUNT NOT TO EXCEED \$16,800 FOR THE TERM MAY 17, 2022 TO MAY 16, 2026.

4. APPROVE AN AGREEMENT WITH FIFTH ASSET, INC. DBA DEBTBOOK FOR LEASE MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES TO ASSIST THE CITY WITH COMPLIANCE TO THE NEW ACCOUNTING STANDARDS FOR LEASES REQUIRED BY GASB 87 IN THE AMOUNT OF \$8,775 FOR THE TERM MAY 17, 2022 TO MAY 16, 2023.

**CONTACT:** JENNIFER PAUL, FINANCE DIRECTOR

**H.6. EXCUSE ABSENCE FOR COMMISSIONER SCOTT K. BEHRENDT ON THE PLANNING COMMISSION.**

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.7. RECEIVE AND FILE MONTHLY UPDATES TO THE SIX-MONTH STRATEGIC PLAN OBJECTIVES ADOPTED BY CITY COUNCIL ON FEBRUARY 8, 2022.**

**CONTACT:** MIKE WITZANSKY, CITY MANAGER

**H.8. APPROVE A LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR CITY USE OF THE SCE RIGHT-OF-WAY LOCATED AT HERONDO STREET AND CATALINA AVENUE FOR A TOTAL EXPENSE OF \$15,102.71 AND A FIVE-YEAR TERM FROM JUNE 1, 2022 THROUGH MAY 31, 2027**

**CONTACT:** ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER

**H.9. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-029, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO MONICA QUINTERO, AN INDIVIDUAL**

APPROVE THE LEASE WITH MONICA QUINTERO, AN INDIVIDUAL, FOR A MONTHLY MINIMUM RENT OF \$2,306.25 AND A TERM OF MAY 17, 2022 THROUGH MAY 16, 2027

**CONTACT:** GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

**H.10.** APPROVE AN AMENDMENT TO THE AFFORDABILITY AGREEMENTS FOR THE HERITAGE POINTE SENIOR APARTMENTS PROJECT

APPROVE AN AFFORDABLE UNIT OVERCHARGE AGREEMENT FOR THE HERITAGE POINTE SENIOR APARTMENTS PROJECT

**CONTACT:** CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

**H.11.** APPROVE A GRANT AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING & WATERWAYS FOR CONSTRUCTION OF THE BASIN 2 SEWER PUMP OUT STATION UPGRADE PROJECT, JOB NO. 50310

**CONTACT:** TED SEMAAN, PUBLIC WORKS DIRECTOR

**H.12.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-028, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AMENDING THE OFFICIAL BOOK OF CLASSIFICATIONS FOR THE POSITION OF TRANSPORTATION ENGINEER

**CONTACT:** TED SEMAAN, PUBLIC WORKS DIRECTOR

**H.13.** APPROVE PLANS AND SPECIFICATIONS FOR THE TORRANCE BOULEVARD RESURFACING PROJECT FROM TORRANCE CIRCLE TO PROSPECT AVENUE, JOB NO. 41230 AND THE TORRANCE BOULEVARD & FRANCISCA AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT, JOB NO. 41070, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECTS FOR COMPETITIVE BIDS

**CONTACT:** TED SEMAAN, PUBLIC WORKS DIRECTOR

**H.14.** APPROVE PURCHASE ORDERS WITH PERFORMANCE MARINE AND KING HARBOR MARINE CENTER FOR THE REFURBISHMENT OF HARBOR PATROL VESSEL UNIT 801 FOR A TOTAL COST OF \$57,909.24

**CONTACT:** TED SEMAAN, PUBLIC WORKS DIRECTOR

**H.15.** APPROVE THE SUBMITTAL OF A LETTER TO THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS IN SUPPORT OF THE SOUTH BAY REGIONAL HOUSING TRUST LEGISLATION AND BUDGET REQUEST

**CONTACT:** BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

**H.16.** APPROVE THE AGREEMENT WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC., FOR THE CITY TO PROVIDE WORK EXPERIENCE TRAINING TO AN EMPLOYEE OF THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. FOR THE TERM OF MAY 25, 2022 UNTIL OCTOBER 31, 2023.

**CONTACT:** MICHAEL W. WEBB, CITY ATTORNEY

**I. EXCLUDED CONSENT CALENDAR ITEMS**

**J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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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 CONSIDER THE FISCAL YEAR 2022-2023 PROPOSED BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM.](#)**

PROCEDURES:

- a. Open Public Hearing, take testimony; and
- b. Continue Public Hearing to June 7, 2022

**CONTACT:** JENNIFER PAUL, FINANCE DIRECTOR

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

**N. ITEMS FOR DISCUSSION PRIOR TO ACTION**

**N.1. [DISCUSSION AND POSSIBLE ACTION ON THE SUBMITTAL OF A LETTER TO LOS ANGELES COUNTY SUPERVISOR HOLLY MITCHELL AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY \(METRO\) REGARDING THE METRO C \(GREEN\) LINE EXTENSION TO TORRANCE PROJECT](#)**

**CONTACT:** BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

**N.2. [DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE REQUEST FOR PROPOSALS \(RFP\) FOR THE SOLICITATION OF DESIGN FIRMS FOR THE RENOVATION AND REHABILITATION OF THE SEASIDE LAGOON](#)**

**CONTACT:** GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

**N.3. [DISCUSSION AND POSSIBLE ACTION REGARDING A CHANGE TO THE MUNICIPAL CODE TO ESTABLISH AN ORDINANCE FOR THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS](#)**

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3230-22, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING MUNICIPAL CODE CHAPTER 15 TO TITLE 3 REGARDING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS. FOR INTRODUCTION AND FIRST READING.

**CONTACT:** JOE HOFFMAN, CHIEF OF POLICE

**N.4. [DISCUSSION AND POSSIBLE ACTION ON ACCELERATING THE IMPLEMENTATION OF TRAFFIC CALMING IMPROVEMENTS THROUGH THE REDUCTION OF POLICY BARRIERS AND CHANGES TO PROCESS](#)**

**CONTACT:** TED SEMAAN, PUBLIC WORKS DIRECTOR

**N.5.** [DISCUSSION AND POSSIBLE ACTION REGARDING PROGRAMS AND GRANT FUNDING AVAILABLE TO SUPPORT THE EXPANSION OF ELECTRIC VEHICLE CHARGERS ON COMMERCIAL CORRIDORS](#)

**CONTACT:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

**O. CITY MANAGER ITEMS**

**P. MAYOR AND COUNCIL ITEMS**

**P.1.** [DISCUSSION AND POSSIBLE ACTION REGARDING THE ESTABLISHMENT OF AND APPOINTMENTS TO A CHARTER REVIEW ADVISORY COMMITTEE](#)

[ADOPT BY TITLE ONLY RESOLUTION NO. CC-2204-022, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING A CHARTER REVIEW ADVISORY COMMITTEE](#)

**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:](#)

[AIDS Healthcare Foundation and City of Redondo Beach v. Rob Bonta, in his official capacity as California Attorney General; State of California; and Does 1 to 100](#)

[Case Number: 21STCP03149](#)

**S. RECONVENE TO OPEN SESSION**

**T. ADJOURNMENT**

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, June 7, 2022, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



# Administrative Report

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F.1., File # 22-4199

Meeting Date: 5/17/2022

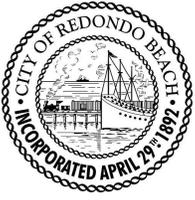
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CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

AIDS Healthcare Foundation and City of Redondo Beach v. Rob Bonta, in his official capacity as California Attorney General; State of California; and Does 1 to 100

Case Number: 21STCP03149



# Administrative Report

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D.1., File # 22-4030

Meeting Date: 5/17/2022

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**TITLE**

INTRODUCTION OF HONORABLE HOLLY J. MITCHELL AS REDONDO BEACH'S NEW LOS ANGELES COUNTY SUPERVISOR

# **BLUE FOLDER ITEM**

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## **CITY COUNCIL MEETING MAY 17, 2022**

D.1 INTRODUCTION OF HONORABLE HOLLY J. MITCHELL AS REDONDO BEACH'S NEW  
LOS ANGELES COUNTY SUPERVISOR

**PUBLIC COMMUNICATION**

**From:** [Barbara Epstein](#)  
**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
**Subject:** Agenda 5/17/22 , City Council  
**Date:** Tuesday, May 17, 2022 3:08:40 PM

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CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Please forward to City Manager

# D-1

Dear Council, City Manager, and Staff,

I regret I cannot join you in person tonight, so I would like to join you by mail to welcome Supervisor Mitchell to our city. I am looking forward to us getting to know each other and working together.

#L-1

Budget

Parks and Community Gardens

Of course, I support funding parks and future Community Gardens to make up for what has been missing in past years. The first Community Garden in Alta Vista Park is a pilot project and will be small because of lack of space. There will be many more applications for the 26 space than can be filled, so residents in Districts 3, 4, or 5 look to the city to help find suitable space and funding for more public garden sites in their neighborhoods. I have been asking since 2017. Council people in D-3,4, and 5 were unresponsive in the past.

Permanent Low Income Housing

The Pallet Shelters are a good first step. Now is time to move forward to find funding and sites for very low income permanent housing.

#N-2

Harbor Amenities

We are on the right track. Let us move forward to seek plan and funding for major improvements, guided by resident input.

#N-5

Electric Charging

Let's do it!

#P-1

Charter

Our city will be transformed by re-thinking our charter. As it is now it is failing to serve the Public's interests. Our former city, for example, had the council members take turns being mayor. This one difference took hard politics and drama out of City Hall.

There are many more things we can change to make our government more responsive to its citizens. I will seek to discuss some ideas with Community Services, City Manager, and my councilman, in person.

Thank all of you, always, for all you do on our behalf.

I am grateful.

Barbara Epstein  
justbarb56@gmail.com

Sent from my iPad



# Administrative Report

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D.2., File # 22-4174

Meeting Date: 5/17/2022

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**TITLE**

ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO THE NEW SR. DEPUTY CITY PROSECUTOR, SUZANNE DELGIN



# Administrative Report

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G.1., File # 22-4195

Meeting Date: 5/17/2022

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**TITLE**

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

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## **CITY COUNCIL MEETING MAY 17, 2022**

D.1 INTRODUCTION OF HONORABLE HOLLY J. MITCHELL AS REDONDO BEACH'S NEW  
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**PUBLIC COMMUNICATION**

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**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
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## **CITY COUNCIL MEETING MAY 17, 2022**

J.1 PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

**PUBLIC COMMUNICATIONS**

**From:** [Farah K](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Comments to the legislative bodies above for their next general meeting as permitted by the Brown Act.  
**Date:** Saturday, May 14, 2022 10:10:33 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.**

Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach and Torrance:

These are non-agenda item comments to the legislative bodies above for their next general meeting as permitted by the Brown Act.

I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea.

I am also concerned that BCHD continues to spend from a \$16M taxpayer fund, preparing inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

BCHDs 2017 design committed to protecting neighborhoods with buildings in the center and surface parking around the edges buffering homes from damages.

BCHDs 2019 design (June EIR) was 60-feet tall and ringed the site on the edge. The 2020 design (June Board) was 76-feet tall and also on the edge. The 2021 design (March EIR) was 103-feet tall and also on the edge. The current design is claimed to be 83-feet tall and also on the edge of the site and still meets NONE of the comments regarding excessive height and size from 100s of surrounding neighbors and 1000s of petitioners against the project.

The attachment specifically calls out BCHDs plan's noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

**-Farah Kreutz**  
**Redondo Beach Resident**

## NON-AGENDA PUBLIC COMMENTS

The following is provided regarding BCHDs proposed 3<sup>rd</sup> party DEVELOPER/OWNER/ OPERATOR development project that BCHD will be filing a formal Conditional Use Permit and Planning Commission Design Review application for during the first half of 2022.

These comments are filed to agencies as non-agenda comments of the public, in the interest of the public, and under Cal Gov Code 54954.3."regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public" there is an affirmative obligation to provide these comments to the Planning Commission, City Council or other "legislative" bodies upon receipt.

<b>Summary Table of BCHD Project Non-Compliance with Municipal Codes</b>		
<b>PERMIT</b>	<b>CONDITION</b>	<b>BCHD PROJECT NON-COMPLIANCE</b>
1. CUP	"will not adversely affect surrounding uses and properties"	As supported by over 1,200 petition signers and 100s, if not 1,000 surrounding resident comments to BCHD, surrounding residential uses are adversely impacted in reduced privacy, property value, aesthetics, noise, traffic and toxic emissions.
2. CUP	"for the proposed use ... shall be adequate in size and shape to accommodate such use"	Given the proposed project plan to locate buildings at the elevated site's perimeter, the elevated site is not adequate to accommodate the proposed use.
3. CUP	"no adverse effect on abutting property"	The properties on the 1400 Block of Diamond are subjected to the storage of explosive liquid fuels, a 2,000 kW combustion power plant, and a 16,000 to 4,000 V substation. These mechanical and explosion hazards adversely impact safety, safe air, local emissions, noise, and vibration.
4. PCDR	"ensure compatibility ... in the community"	Based on the City of Redondo Beach's finding that the design of The Kensington was consistent and compatible with the surrounding residential uses, the 110-foot above Beryl St., Miami Beach commercial styled facility cannot also be deemed compatible with similar, 30-foot and under residential uses in the community.
5. PCDR	"protect property values ... of neighborhoods"	Statistical modeling demonstrates that neighborhoods nearer to BCHD have reduced property values compared to neighborhoods further from BCHD. BCHD is proposing to increase height from 99% under 52-feet to 103-feet and to increase over building size from 312,000 sqft to nearly 800,000 sqft.
6. PCDR	"shall consider the impact ... of the user in respect to circulation, parking, traffic, etc."	BCHD proposed design will require the 8-10 story parking ramp at Prospect and Diamond to enter/exit on Prospect northbound. Further, the proposed height of the RCFE and location on the perimeter damages the privacy, aesthetics, excess nighttime lighting, noise impacts and other basic attributes of the surrounding uses and properties.
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**From:** [Conna C](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fw: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 3:36:37 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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I was born and raised in Redondo Beach in the house my father built on Avenue E at the crest of the hill with a view of the ocean. I raised my own children in my family home. I was there when fake signatures were used to allow the building of Condos that stole our ocean views. I was there when the seniors were kicked out of their homes by eminent domain and the Villages were built as the promise of new homes for them, but at prices they could not afford. I see the government of Redondo Beach failing it's current citizens again in the BCHD plans.

I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea.

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I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

I beg of you! Please!! STOP BCHD

Conna Condon

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**From:** [v\\_minami](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fw: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Sunday, May 15, 2022 7:34:56 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Virginia Minami

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**From:** [ROBERT LEVY](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 2:24:45 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Robert & LuJean Levy  
South Bay homeowners since 1984

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STOP BCHD ([StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)) is a neighborhood community of residents concerned about the economic and quality-of-life damages that BCHDs 110-foot above the street, 800,000 sqft commercial development will inflict on our families for the next 50-100 years. Our neighborhoods have been burdened since 1960 and the damages outweigh any benefits.

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**From:** [William Shanney](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 2:34:29 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

William and Vivian Shanney

--

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9. PCDR	“shall be consistent with the intent of residential design guidelines”	The residential design guidelines are intended to increase the quality of life of the neighborhood of the construction. It is very clear from the 1,200 petition signatories regarding the height and size of the project that it does not increase the quality of life. Further, there have been 100s, if not 1,000s of comments and concerns regarding the impacts of noise, emissions, traffic, glare, lighting, excess non-directed nighttime lighting, nighttime elevated signage and other factors that diminish quality of life.
10. RDG	“to improve the quality of life in residential neighborhoods ... [t]hese design guidelines are intended to help accomplish this objective”	The BCHD project reduces the quality of life in surrounding neighborhoods. The BCHD commercial Developer/Owner/Operator is targeting 90% non-Redondo Beach residents and 80% non-residents of the 3 beach cities (HB/RB/MB). The PACE facility is scaled for 400 participants with only 17 expected to be from the 3 beach cities according to National PACE Assoc. statistics. The BCHD project nearly triples the size of campus buildings from 312,000 sqft to 800,000 sqft and more than doubles the effective height from 99% less than 52-feet to 109.7-ft. The quality of life of surrounding neighborhoods will be reduced by the commercial, non-resident services as all damages will accrue to the neighborhoods.
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**From:** [Aileen Pavlin](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 3:23:32 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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----- Forwarded message -----

From: **Stop BCHD** <[stop.bchd@gmail.com](mailto:stop.bchd@gmail.com)>  
Date: Sat, May 14, 2022 at 2:06 PM  
Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions  
To: Stop BCHD <[StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)>

FORWARD this (including attachment) to: [CityClerk@redondo.org](mailto:CityClerk@redondo.org),  
[CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov), [stopbchd@gmail.com](mailto:stopbchd@gmail.com)

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**From:** [joyce field](mailto:joyce.field)  
**To:** [CityClerk](mailto:CityClerk@torranceca.gov); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 3:43:29 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Tim Ozenne](#)  
**To:** [CityClerk](#); [City Clerk](#); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 3:58:17 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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We have lived in Torrance for several decades. From our home, we see much of the former BCHD "hospital" (which quit being a hospital more than two decades ago). If the BCHD development plan goes forward as now proposed, we and many of our neighbors will see a huge increase in the relative sizes of BCHD commercial buildings as we look west. BCHD seems to have designed its real estate development with no concern at all for area residents.

In particular, I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% of its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea. BCHD has manipulated the placement and sizes of buildings so as to pretend the project is somehow compatible with the surrounding residential neighborhoods. While RB code requires *compatibility*--not only with homes in Redondo but with neighborhoods that presumably include homes in Torrance. No one can imagine this project is in any way compatible, not with homes in Redondo nor with homes in Torrance. Do RB planners see this differently?

I am also concerned that BCHD continues to spend from a \$16M taxpayer fund, preparing inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

BCHDs 2017 design committed to protecting neighborhoods with buildings in the center and surface parking around the edges buffering homes from damage. That plan was scrubbed!

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The **attachment** specifically calls out BCHD's planned noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

And, as a long-term resident of Torrance, I must point out that it looks like BCHD intends to demolish public property in Torrance--the Flagler Lane right-of-way--to accommodate its project overlooking Torrance homes. Apparently, BCHD plans to destroy many mature trees and several existing retaining walls in Torrance to proceed with its "development."

I would also point out that the land for this development project was acquired long ago via eminent domain. It is supposed to remain forever dedicated to public uses, but BCHD appears ready to flaunt California code including CCP 1245.245 by, among other things, erecting a *private* residential facility on the land. Redondo has already ruled, in the case of the Kensington facility, that such facilities are private, not public. I cannot imagine Redondo Beach simply reversing its prior ruling.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

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**From:** [Stop BCHD](#)  
**To:** [CityClerk](#); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [Stop BCHD](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 4:07:34 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Linda Feldman](#)  
**To:** [CityClerk](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 4:35:37 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Sent from Linda's iPad.

Begin forwarded message:

**From:** Stop BCHD <stop.bchd@gmail.com>  
**Date:** May 14, 2022 at 2:08:11 PM PDT  
**To:** Stop BCHD <StopBCHD@gmail.com>  
**Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions**

FORWARD this (including attachment) to: [CityClerk@redondo.org](mailto:CityClerk@redondo.org),  
[CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov), [stopbchd@gmail.com](mailto:stopbchd@gmail.com)

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**From:** [marinafinearts@aol.com](mailto:marinafinearts@aol.com)  
**To:** [CityClerk](#)  
**Cc:** [cityclerk@torrance.gov](mailto:cityclerk@torrance.gov); [stop.bchd@gmail.com](mailto:stop.bchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 5:49:09 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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My wife and I are 100% against this proposed project. In this day of increasing cynicism with our government, it is an opportunity to restore our faith in our local government. There is NO one I know of who is in favor of this project. STOP IT NOW  
Mike and Laura Woolsey  
Tomlee Ave

-----Original Message-----

From: Stop BCHD <[stop.bchd@gmail.com](mailto:stop.bchd@gmail.com)>  
To: Stop BCHD <[StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)>  
Sent: Sat, May 14, 2022 2:05 pm  
Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions

FORWARD this (including attachment) to: [CityClerk@redondo.org](mailto:CityClerk@redondo.org), [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov), [stopbchd@gmail.com](mailto:stopbchd@gmail.com)

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**From:** [Brian Onizuka](#)  
**To:** [CityClerk](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 6:34:40 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [David Onizuka](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 8:52:31 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Paul Lieberman](#)  
**To:** [CityClerk](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Sunday, May 15, 2022 9:43:50 AM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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----- Forwarded message -----

From: **Stop BCHD** <[stop.bchd@gmail.com](mailto:stop.bchd@gmail.com)>  
Date: Sat, May 14, 2022, 2:06 PM  
Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions  
To: Stop BCHD <[StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)>

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**From:** [Hamant and Robin Patel](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov)  
**Cc:** [topbchd@gmail.com](mailto:topbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Sunday, May 15, 2022 3:04:39 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Linda Choy](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Sunday, May 15, 2022 6:12:15 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Jeff Earnest](#)  
**To:** [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [CityClerk](#); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Cc:** [Jeff Earnest](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Monday, May 16, 2022 12:42:38 AM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Jeff Earnest

--

STOP BCHD ([StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)) is a neighborhood community of residents concerned about the economic and quality-of-life damages that BCHDs 110-foot above the street, 800,000 sqft commercial development will inflict on our families for the next 50-100 years. Our neighborhoods have been burdened since 1960 and the damages outweigh any benefits.

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**From:** [Warren Croft](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Monday, May 16, 2022 6:30:00 AM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Ann Cheung](#)  
**To:** [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [CityClerk](#); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Monday, May 16, 2022 1:09:11 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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----- Forwarded message -----

From: **Stop BCHD** <[stop.bchd@gmail.com](mailto:stop.bchd@gmail.com)>  
Date: Sat, May 14, 2022 at 2:06 PM  
Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions  
To: Stop BCHD <[StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)>

FORWARD this (including attachment) to: [CityClerk@redondo.org](mailto:CityClerk@redondo.org),  
[CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov), [stopbchd@gmail.com](mailto:stopbchd@gmail.com)

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STOP BCHD ([StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)) is a neighborhood community of residents concerned about the economic and quality-of-life damages that BCHDs 110-foot above the street, 800,000 sqft commercial development will inflict on our families for the next 50-100 years. Our neighborhoods have been burdened since 1960 and the damages outweigh any benefits.

## NON-AGENDA PUBLIC COMMENTS

The following is provided regarding BCHDs proposed 3<sup>rd</sup> party DEVELOPER/OWNER/ OPERATOR development project that BCHD will be filing a formal Conditional Use Permit and Planning Commission Design Review application for during the first half of 2022.

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**From:** [Mark Nelson \(Home Gmail\)](mailto:Mark.Nelson@hermosabeach.gov)  
**To:** [CityClerk; citycouncil@hermosabeach.gov](mailto:cityclerk@hermosabeach.gov); [cityclerk@manhattanbeach.gov](mailto:cityclerk@manhattanbeach.gov); [CityClerk; Ben.Allen@sen.ca.gov](mailto:Ben.Allen@sen.ca.gov); [Al.Muratsuchi@asm.ca.gov](mailto:Al.Muratsuchi@asm.ca.gov); [HollyJMitchell@bos.lacounty.gov](mailto:HollyJMitchell@bos.lacounty.gov)  
**Cc:** [Kevin Cody; Lisa Jacobs; stopbchd@gmail.com](mailto:Kevin.Cody@stopbchd@gmail.com)  
**Subject:** Public Comment - BCHD Development  
**Date:** Saturday, May 14, 2022 6 53:56 PM  
**Attachments:** [image.png](#)  
[image.png](#)  
[BCHD NonCompliance May 2022 Comments.pdf](#)

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Mayor, Council, Planning Commissions of Redondo Beach and Torrance  
Mayor, Councils of BCHD Owners of Manhattan and Hermosa Beach

This is a public comment under the Brown Act for the next regular meeting of the legislative bodies above.

To whom it may concern:

### **BACKGROUND**

For years now, BCHD has been spending taxpayer money on campus plans that are inconsistent and incompatible with neighboring uses and properties, and in violation of both Redondo Beach and Torrance ordinances. BCHD appears to be continuing that effort, with a \$16M taxpayer funded war chest that includes about \$1M in PR, \$5M in Architects, \$1 in Lawyers, etc. The designs have gone from:

May 2017 BCHD Presentation - Commitment to surrounding the campus buildings with parking and greenspace as a buffer  
June 2019 BCHD EIR NOP - 60-foot tall, 160,000 sqft underground parking  
June 2020 BCHD Board Project Approval - 76-foot tall, 8-10 story above ground parking ramp  
March 2021 BCHD Draft EIR - 103 feet tall, 8 story above ground parking ramp

In short, BCHD has been spending tax money, creating taller and more inappropriate plans, and ignoring surrounding neighbors for years now.

### **COMMUNITY OPPOSITION**

Over 1200 petition signers called for downscaling or elimination  
Between 100s and a 1000 letters and comments opposing the plan at BCHD, Redondo Beach, Torrance, Hermosa Beach and Manhattan Beach

### **REQUIRED CHANGES TO THE PLAN IN ORDER MEETING COMMUNITY OBJECTIONS AND RBMC AND TORRANCE MC**

A detailed attachment below demonstrates the objectively true instances of BCHD failing to heed RBMC and TMC, along with objections of residents and neighbors.

The following obvious changes are required to meet minimum compliance with TMC and RBMC:

- 1) Reduce the height to conform with the neighborhood, as was done with The Kensington. Both are surrounded by residential and light commercial with 30-foot height limits.
- 2) Move the development to the center of the parcel as with the original hospital. The site is elevated above residential and Torrance Hillside Overlay properties. Respecting the elevated site requires lower buildings and deeper setbacks, not 110-feet above the streets on the perimeter of the site.
- 3) Reduce the size of Phase 1 and 2 from the current nearly 800,000 sqft. BCHD proposes one-and-a-half times larger, and 3 times taller than CenterCal's voter-cancelled Mall-by-the-Sea. In addition, BCHD proposes a development that is larger than all Beryl Heights homes added together. It is clearly OUT OF SCALE.
- 4) Reduce the local damages by reducing the dependence on non-residents. BCHD's plan requires over 80% non-residents for the RCFE and over 95% non-residents for PACE. The youth center, "allcove" is over 90% non-residents. The associated neighbors have suffered 60 years of damages so far, and BCHD proposes an additional 50-100 years for what are clearly trivial benefits and huge damages for the surrounding areas.
- 5) Increase the local benefits by offering cost-based or subsidized and affordable RCFE, PACE, and all other services to 90277 and 90503 zip codes that suffer the bulk of damages.
- 6) Relocate the generator and fuel storage. Allowing BCHD to move its generators and fuel storage off the center of the campus where it bears the risk to a location that is adjacent to homeowners is unacceptable.
- 7) Reduce construction noise with no construction above noise barriers. BCHD knowingly created health damages by proposing heights above the level of barrier protection and building on the far perimeter of the campus. BCHD must reduce height to no taller than fully mitigated by noise barriers.
- 8) Reduce operations noise through outdoor curfews after 7PM. BCHD is building a horseshoe shaped urban canyon and proposing amplified noise nighttime events outdoors. That is unfair and unacceptable damage to the surrounding neighbors to the south and east.
- 9) Move or underground required parking. The current 8-10 story parking at Prospect and Diamond subjects surrounding neighborhoods to noise, loss of privacy, etc. on a 24/7/365 basis.
- 10) Remove privacy impacting balconies and decks. BCHD plans to line the edges of the compound, on the perimeter of the site, with privacy robbing decks. That is unacceptable and damaging.

BCHD's proposal is clearly damaging to the surrounding neighborhoods and violates RBMC for CUP and PCDR and TMC for the Hillside Overlay.

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**From:** [Lisa Youngworth](#)  
**To:** [CityClerk](#); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [Stop Bchd](#); [Bill Brand](#); [Nils Nehrenheim](#); [Todd Loewenstein](#); [Zein Obagi](#); [Sheila Lamb](#); [Rob Gaddis](#); [doug.boswell@redondo.org](mailto:doug.boswell@redondo.org)  
**Subject:** Public Comment - Forward to Mayors, Councilmembers, Planning Commissions  
**Date:** Monday, May 16, 2022 7:35:32 AM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach and Torrance:

These are non-agenda item comments to the legislative bodies above for their next general meeting as permitted by the Brown Act.

I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea.

I am also concerned that BCHD continues to spend from a \$16M taxpayer fund, preparing inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

BCHDs 2017 design committed to protecting neighborhoods with buildings in the center and surface parking around the edges buffering homes from damages.

BCHDs 2019 design (June EIR) was 60-feet tall and ringed the site on the edge. The 2020 design (June Board) was 76-feet tall and also on the edge. The 2021 design (March EIR) was 103-feet tall and also on the edge. The current design is claimed to be 83-feet tall and also on the edge of the site and still meets NONE of the comments regarding excessive height and size from 100s of surrounding neighbors and 1000s of petitioners against the project.

The attachment specifically calls out BCHDs plan's noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

--

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residents concerned about the economic and quality-of-life damages that BCHDs 110-foot above the street, 800,000 sqft commercial development will inflict on our families for the next 50-100 years. Our neighborhoods have been burdened since 1960 and the damages outweigh any benefits.

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RBMC 10-2.2506 Conditional Use Permits (CUP) RBMC 10-2.2502 Planning Commission Design Review (PCDR) Redondo Beach Residential Design Guidelines (RDG) Redondo Beach Beryl Heights Neighborhood Specific Guidelines (BH RDG) TMC 91.41.6 Planning and Design (Torrance Hillside Overlay, THO)		

**From:** [gtafremow@verizon.net](mailto:gtafremow@verizon.net)  
**To:** [CityClerk](mailto:CityClerk@torranceca.gov); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 2:28:39 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)  
**Importance:** High

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have been burdened since 1960 and the damages outweigh any benefits.

Long time & concerned West Torrance residents,  
Pam & George Afremow

## NON-AGENDA PUBLIC COMMENTS

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**From:** [BARRY SINSHEIMER](#)  
**To:** [CityClerk](#); [stopbchd@gmail.com](mailto:stopbchd@gmail.com); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov)  
**Subject:** Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 2:59:45 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Jeanne Sinsheimer

Redondo Beach Resident

--

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**From:** [tammytammysugar](mailto:tammytammysugar)  
**To:** [CityClerk](mailto:CityClerk@torranceca.gov); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Public Comment to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 7:09:21 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Thank you,

**Tamiko & George Wakabayashi (Torrance Residence)**

[REDACTED]

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**From:** [Tom McGarry](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Public Comment  
**Date:** Sunday, May 15, 2022 12:23:55 PM

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Tom & Carol McGarry  
Redondo Beach

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- [BCHD NonCompliance May 2022 Comments.pdf](#)  
[207kB](#)

**From:** [Joan Davidson](#)  
**To:** [CityClerk](#); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [Stop BCHD](#)  
**Subject:** RE: BCHD  
**Date:** Saturday, May 14, 2022 3:55:42 PM

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These are non-agenda item comments to the elected bodies above for the next meeting

The Beach Cities Health District's proposed Phase 1 development plan that will be over DEVELOPED/OWNED/OPERATED in a densely populated neighborhood with schools within 1,000 ft.

1- Designed to be 110-feet above all surrounding streets and 300,000 sqft in size.

2- And will bring the total BCHD site up to nearly 800,000 sq ft at 250% its' current size.

3- What that means is that it is bigger than all the Beryl Heights homes added together.

4- The plan is also 3-times the height and 150% as large as the voter-rejected Center Cal Project.

5- While the BCHD continues to spend millions from the taxpayer fund, one might construe this as a 'misuse of public funds.

6- BCHD is creating inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

7- How will the neighborhoods benefit with buildings in the center and surface parking around the edges buffering homes from damages?

8- BCHDs 2019 design (June EIR) was 60-feet tall and ringed the site on the edge. The 2020 design (June Board) was 76-feet tall and also on the edge. The 2021 design (March EIR) was 103-feet tall and also on the edge.

9- Current design is 83-feet tall and meets NONE of the comments regarding excessive height and size from 100s of surrounding neighbors and 1000s of petitioners against the project. The BCHD is out of noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

We ask that the Mayors, Councils and Planning Commissioners provide directives to their cities' Staff and lawyers to communicate the public's outcry of the current plan.

10- Please STOP BCHD from pouring our tax funding into this flawed project.

Damages outweigh any benefits!

**From:** [Krista Allen](#)  
**To:** [CityClerk](#)  
**Subject:** Commenting against BCHD bldg permits  
**Date:** Tuesday, May 17, 2022 7:17:20 AM

---

**CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.**

To: The City Clerk of Redondo Beach

Please forward this letter to the addressees below.

Dear Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach

I am opposed to the plans of BCHD to build a six-story residential building on the site of the former South Bay Hospital.

It is outside the mandate for Beach Cities Hospital District to partner with a private developer for a \$200 million construction project on the site. District taxpayers are better served by dissolving BCHD and allowing Los Angeles County to administer benefits and help the homeless.

I am astonished that BCHD continues to spend millions of tax dollars on lawyers and public relations while preparing inconsistent, incompatible, and irresponsible building plans.

Since 2012, BCHD has had a problem with handling tax funds. In fact, Sacramento's Committee on Accountability and Administrative Review had six important issues about BCHD from a report dated April 11, 2012.

Number six asks why BCHD had \$72 million on hand at that time. My question is "Where did that \$72 million bank account disappear to?"

These financial issues illustrate BCHD's lack of transparency and honesty. Furthermore, BCHD pretends to care about our neighborhoods yet shows a complete disregard for the residents and voters of Redondo Beach by plowing forward as quickly as they can to get their behemoth HLC built.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into.

Thank you.

Sincerely,  
Krista Allen





**From:** [Glen and Nancy Yokoe](#)  
**To:** [CityClerk](#); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fw: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Monday, May 16, 2022 3:29:26 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach and Torrance:

These are non-agenda item comments to the legislative bodies above for their next general meeting as permitted by the Brown Act.

I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea.

I am also concerned that BCHD continues to spend from a \$16M taxpayer fund, preparing inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

BCHDs 2017 design committed to protecting neighborhoods with buildings in the center and surface parking around the edges buffering homes from damages.

BCHDs 2019 design (June EIR) was 60-feet tall and ringed the site on the edge. The 2020 design (June Board) was 76-feet tall and also on the edge. The 2021 design (March EIR) was 103-feet tall and also on the edge. The current design is claimed to be 83-feet tall and also on the edge of the site and still meets NONE of the comments regarding excessive height and size from 100s of surrounding neighbors and 1000s of petitioners against the project.

The attachment specifically calls out BCHDs plan's noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

Glen H. and Nancy N. Yokoe  


--

STOP BCHD ([StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)) is a neighborhood community of residents concerned about the economic and quality-of-life damages that BCHDs 110-foot above the street, 800,000 sqft commercial development will inflict on our families for the next 50-100 years.

Our neighborhoods have been burdened since 1960 and the damages outweigh any benefits.

## NON-AGENDA PUBLIC COMMENTS

The following is provided regarding BCHDs proposed 3<sup>rd</sup> party DEVELOPER/OWNER/ OPERATOR development project that BCHD will be filing a formal Conditional Use Permit and Planning Commission Design Review application for during the first half of 2022.

These comments are filed to agencies as non-agenda comments of the public, in the interest of the public, and under Cal Gov Code 54954.3."regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public" there is an affirmative obligation to provide these comments to the Planning Commission, City Council or other "legislative" bodies upon receipt.

<b>Summary Table of BCHD Project Non-Compliance with Municipal Codes</b>		
<b>PERMIT</b>	<b>CONDITION</b>	<b>BCHD PROJECT NON-COMPLIANCE</b>
1. CUP	“will not adversely affect surrounding uses and properties”	As supported by over 1,200 petition signers and 100s, if not 1,000 surrounding resident comments to BCHD, surrounding residential uses are adversely impacted in reduced privacy, property value, aesthetics, noise, traffic and toxic emissions.
2. CUP	“for the proposed use ... shall be adequate in size and shape to accommodate such use”	Given the proposed project plan to locate buildings at the elevated site’s perimeter, the elevated site is not adequate to accommodate the proposed use.
3. CUP	“no adverse effect on abutting property”	The properties on the 1400 Block of Diamond are subjected to the storage of explosive liquid fuels, a 2,000 kW combustion power plant, and a 16,000 to 4,000 V substation. These mechanical and explosion hazards adversely impact safety, safe air, local emissions, noise, and vibration.
4. PCDR	“ensure compatibility ... in the community”	Based on the City of Redondo Beach’s finding that the design of The Kensington was consistent and compatible with the surrounding residential uses, the 110-foot above Beryl St., Miami Beach commercial styled facility cannot also be deemed compatible with similar, 30-foot and under residential uses in the community.
5. PCDR	“protect property values ... of neighborhoods”	Statistical modeling demonstrates that neighborhoods nearer to BCHD have reduced property values compared to neighborhoods further from BCHD. BCHD is proposing to increase height from 99% under 52-feet to 103-feet and to increase over building size from 312,000 sqft to nearly 800,000 sqft.
6. PCDR	“shall consider the impact ... of the user in respect to circulation, parking, traffic, etc.”	BCHD proposed design will require the 8-10 story parking ramp at Prospect and Diamond to enter/exit on Prospect northbound. Further, the proposed height of the RCFE and location on the perimeter damages the privacy, aesthetics, excess nighttime lighting, noise impacts and other basic attributes of the surrounding uses and properties.
7. PCDR	“location of buildings and structures shall respect the natural terrain of the site”	The elevated site has from 30-feet to 70-feet elevation gain over surrounding residential uses. As a result, creation of a 110-foot rise over Beryl St., a 10-story parking ramp over Tomlee and Diamond Sts, and a 4-story, flat wall toward Prospect fails to respect the natural elevated terrain. The original 52-foot, 4 story building and its 0.3%, 968 sqft penthouse were nearly centered in the site, thereby respecting the natural terrain.
8. PCDR	“overall design shall be integrated and compatible with the neighborhood and shall strive to be in harmony with the scale and bulk of surrounding properties”	A 300,000 sqft, 110-foot above the street concrete and glass commercial building makes no attempt to integrate and be compatible with the neighborhood in scale or bulk. Further, unlike The Kensington and its Santa Barbara style, the Miami Beach condominium/hotel style proposed, when coupled with the excessive height and mass is thoroughly non-compatible with surrounding properties.

9. PCDR	“shall be consistent with the intent of residential design guidelines”	The residential design guidelines are intended to increase the quality of life of the neighborhood of the construction. It is very clear from the 1,200 petition signatories regarding the height and size of the project that it does not increase the quality of life. Further, there have been 100s, if not 1,000s of comments and concerns regarding the impacts of noise, emissions, traffic, glare, lighting, excess non-directed nighttime lighting, nighttime elevated signage and other factors that diminish quality of life.
10. RDG	“to improve the quality of life in residential neighborhoods ... [t]hese design guidelines are intended to help accomplish this objective”	The BCHD project reduces the quality of life in surrounding neighborhoods. The BCHD commercial Developer/Owner/Operator is targeting 90% non-Redondo Beach residents and 80% non-residents of the 3 beach cities (HB/RB/MB). The PACE facility is scaled for 400 participants with only 17 expected to be from the 3 beach cities according to National PACE Assoc. statistics. The BCHD project nearly triples the size of campus buildings from 312,000 sqft to 800,000 sqft and more than doubles the effective height from 99% less than 52-feet to 109.7-ft. The quality of life of surrounding neighborhoods will be reduced by the commercial, non-resident services as all damages will accrue to the neighborhoods.
11. THO	“The development has been located, planned and designed so as to cause the least intrusion on the views, light, air and privacy of other properties in the vicinity”	The adjoining Torrance neighborhoods are in the Hillside Overlay. The BCHD would not be allowed in overlay, and the City of Torrance has an obligation to protect its residents. The BCHD project is located to maximize damages to views, light, air and privacy based on height, size and perimeter location.
12. THO	“the design will not have a harmful impact upon the land value and investment of other properties in the vicinity”	Statistical analysis demonstrates that surrounding property values are lower, the closer the properties are to the BCHD site. Peer-reviewed research demonstrates that larger, taller developments, such as BCHDs proposal, will have equal or larger negative impacts on property values.
RBMC 10-2.2506 Conditional Use Permits (CUP) RBMC 10-2.2502 Planning Commission Design Review (PCDR) Redondo Beach Residential Design Guidelines (RDG) Redondo Beach Beryl Heights Neighborhood Specific Guidelines (BH RDG) TMC 91.41.6 Planning and Design (Torrance Hillside Overlay, THO)		

**From:** [ree](#)  
**To:** [CityClerk](#)  
**Subject:** NO on permit for bchd  
**Date:** Tuesday, May 17, 2022 7:32:55 AM

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To: The City Clerk of Redondo Beach

Kindly forward this letter

Dear Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach

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It is outside the mandate for Beach Cities Hospital District to partner with a private developer for a \$200 million construction project on the site. District taxpayers are better served by dissolving BCHD and allowing Los Angeles County to administer benefits and help the homeless.

I am astonished that BCHD continues to spend millions of tax dollars on lawyers and public relations while preparing inconsistent, incompatible, and irresponsible building plans.

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Number six asks why BCHD had \$72 million on hand at that time. My question is "Where did that \$72 million bank account disappear to?"

These financial issues illustrate BCHD's lack of transparency and honesty. Furthermore, BCHD pretends to care about our neighborhoods yet shows a complete disregard for the residents and voters of Redondo Beach by plowing forward as quickly as they can to get their behemoth HLC built.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into.

Thank you.  
Maher Sesí, MD  
Redondo Beach Resident



**From:** [Mary Ewell](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Proposed PRIVATE enterprise of BCHD, "Healthy Living Campus"  
**Date:** Tuesday, May 17, 2022 10:11:30 AM

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I have attended BCHD meetings re: this proposal even BEFORE their summer "scoping meetings" to which residents of the Beach Cities were invited; no notice was given,(until enough public outcry) to the Torrance residents who would be the most impacted. These were contrived meetings with heavy-handed promotion of their project. I spoke at the one at the Redondo Beach Performing Arts Center citing the impact that their OVERDEVELOPMENT ambitions would have on the surrounding communities, in particular, the 5 neighboring schools that are the most impacted, 2 of them elementary schools, Beryl in Redondo Beach, and Towers Elementary School in Torrance, downwind of the site. Perras Middle School and both West and Redondo Union High School students, also, have to navigate the commuter traffic on Prospect to get to/from school so this "Healthy" living campus only adds to their vulnerability. As a former teacher and Marriage, Family and Child therapist, I advocated for the youth impacted first. There was never an adequate needs assessment done to justify this private takeover of this P-CF public land, only a statistical market analysis based on the increased number of seniors living longer than their predecessors. AARP (American Assoc. of Retired People)'s statistics of the OVERWHELMING number of seniors choosing to "age in place" did not deter BCHD's claims. Their stated target market are those who can afford the \$12-14, 000. monthly cost for an assisted living unit, WHETHER THOSE SENIORS LIVE IN THE BEACH CITIES OR NOT. THE MEDIAN INCOME FOR THE BEACH CITIES is \$65,000. That means that reputedly the majority will be nonresidents of the Beach Cities, in fact, a largely white privileged class. Yet tax payers in the Beach Cities are already subsidizing the BCHD through their property taxes.

Granting even a conditional use permit to a FOR PROFIT entity, is not a fair exchange. This use of P-CF land, reserved for public community usage (a school, hospital, or police/fire services), once justified for the 50 year LEASING of the school property where the Kensington Senior facility for the purpose of that revenue going directly to the R.B. School District, had some merit. You can now review that decision based on how much it has cost the City in infrastructure costs. The surrounding neighborhoods have also paid the cost through traffic noise, I understand, more than traffic congestion that the BCHD would impose, along with other social injustices to surrounding neighborhoods.

Mary R. Ewell,  
Redondo resident

**From:** [ERICK BAER](#)  
**To:** [CityClerk](#)  
**Subject:** RE: Pickle ball  
**Date:** Saturday, May 14, 2022 6:29:11 PM

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>  
> I recently saw tennis courts with additional pickle ball lines (in a different color). All that was needed to play pickle ball was lowering the net which could be accomplished in 1 second with a second net strap (exactly the right height for pickle ball) that could be hooked at the top center of the net.  
>  
> So within 1 second the court could be used for tennis or pickle ball!!  
>  
> Please consider for Alta Vista.  
>  
> Redondo Beach resident,  
>  
> Erick Baer  
>   
>   
> ErickBaer@aol.com  
>  
> Sent from my iPhone

# **BLUE FOLDER ITEM**

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

## **CITY COUNCIL MEETING MAY 17, 2022**

L.1 PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022-2023 PROPOSED BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM.

**PROCEDURES:**

- a. Open Public Hearing, take testimony; and
- b. Continue Public Hearing to June 7, 2022

**CONTACT:** JENNIFER PAUL, FINANCE DIRECTOR

**PUBLIC COMMUNICATION**

**From:** [Barbara Epstein](#)  
**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
**Subject:** Agenda 5/17/22 , City Council  
**Date:** Tuesday, May 17, 2022 3:08:40 PM

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Please forward to City Manager

# D-1

Dear Council, City Manager, and Staff,

I regret I cannot join you in person tonight, so I would like to join you by mail to welcome Supervisor Mitchell to our city. I am looking forward to us getting to know each other and working together.

#L-1

Budget

Parks and Community Gardens

Of course, I support funding parks and future Community Gardens to make up for what has been missing in past years. The first Community Garden in Alta Vista Park is a pilot project and will be small because of lack of space. There will be many more applications for the 26 space than can be filled, so residents in Districts 3, 4, or 5 look to the city to help find suitable space and funding for more public garden sites in their neighborhoods. I have been asking since 2017. Council people in D-3,4, and 5 were unresponsive in the past.

Permanent Low Income Housing

The Pallet Shelters are a good first step. Now is time to move forward to find funding and sites for very low income permanent housing.

#N-2

Harbor Amenities

We are on the right track. Let us move forward to seek plan and funding for major improvements, guided by resident input.

#N-5

Electric Charging

Let's do it!

#P-1

Charter

Our city will be transformed by re-thinking our charter. As it is now it is failing to serve the Public's interests. Our former city, for example, had the council members take turns being mayor. This one difference took hard politics and drama out of City Hall.

There are many more things we can change to make our government more responsive to its citizens. I will seek to discuss some ideas with Community Services, City Manager, and my councilman, in person.

Thank all of you, always, for all you do on our behalf.

I am grateful.

Barbara Epstein  
[justbarb56@gmail.com](mailto:justbarb56@gmail.com)

Sent from my iPad

# **BLUE FOLDER ITEM**

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## **CITY COUNCIL MEETING MAY 17, 2022**

N.2 DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE REQUEST FOR PROPOSALS (RFP) FOR THE SOLICITATION OF DESIGN FIRMS FOR THE RENOVATION AND REHABILITATION OF THE SEASIDE LAGOON

**CONTACT:** GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

**PUBLIC COMMUNICATION**

**From:** [Barbara Epstein](#)  
**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
**Subject:** Agenda 5/17/22 , City Council  
**Date:** Tuesday, May 17, 2022 3:08:40 PM

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Barbara Epstein  
justbarb56@gmail.com

Sent from my iPad

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### **CITY COUNCIL MEETING MAY 17, 2022**

N.5 DISCUSSION AND POSSIBLE ACTION REGARDING PROGRAMS AND GRANT FUNDING AVAILABLE TO SUPPORT THE EXPANSION OF ELECTRIC VEHICLE CHARGERS ON COMMERCIAL CORRIDORS

**CONTACT:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

**PUBLIC COMMUNICATION**

**From:** [Barbara Epstein](#)  
**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
**Subject:** Agenda 5/17/22 , City Council  
**Date:** Tuesday, May 17, 2022 3:08:40 PM

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## **CITY COUNCIL MEETING MAY 17, 2022**

**P.1 DISCUSSION AND POSSIBLE ACTION REGARDING THE ESTABLISHMENT  
OF AND APPOINTMENTS TO A CHARTER REVIEW ADVISORY COMMITTEE**

**ADOPT BY TITLE ONLY RESOLUTION NO. CC-2204-022, A RESOLUTION  
OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,  
CALIFORNIA, ESTABLISHING A CHARTER REVIEW ADVISORY COMMITTEE**

- **MAYOR AND COUNCIL APPOINTMENTS LIST**
- **PUBLIC COMMUNICATION**

**CHARTER REVIEW ADVISORY COMMITTEE APPOINTMENTS  
CC 5/17/2022**

<b>MAYOR/COUNCIL APPOINTMENTS</b>	<b>APPOINTEE</b>	<b>ALTERNATE</b>
<b>MAYOR (2)</b>	<b>MARK NARAIN</b>	<b>ROGER LIGHT</b>
	<b>JOE DAWIDZIAK</b>	<b>WAYNE CRAIG</b>
<b>NEHRENHEIM/DISTRICT 1</b>	<b>TO BE DETERMINED (TBD)</b>	<b>TBD</b>
<b>LOEWENSTEIN/DISTRICT 2</b>	<b>TBD</b>	<b>TBD</b>
<b>HORVATH/DISTRICT 3</b>	<b>RON MAROKO</b>	<b>MATTHEW HINSLEY</b>
<b>OBAGI/DISTRICT 4</b>	<b>BOB PINZLER</b>	<b>JULIE YOUNG</b>
<b>EMDEE/DISTRICT 5</b>	<b>TBD</b>	<b>TBD</b>

**From:** [Barbara Epstein](#)  
**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
**Subject:** Agenda 5/17/22 , City Council  
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I am grateful.

Barbara Epstein  
justbarb56@gmail.com

Sent from my iPad



# Administrative Report

H.1., File # 22-4151

Meeting Date: 5/17/2022

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

**TITLE**

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR AND REGULAR MEETING OF MAY 17, 2022

**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 and Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277	
	✓ Adjacent to Council Chambers	
Meeting Date & Time	MAY 17, 2022	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: May 13, 2022



# Administrative Report

H.1., File # 22-4151

Meeting Date: 5/17/2022

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

**TITLE**

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR AND REGULAR MEETING OF MAY 17, 2022

**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 and Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277	
	✓ Adjacent to Council Chambers	
Meeting Date & Time	MAY 17, 2022	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: May 13, 2022



# Administrative Report

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H.2., File # 22-4152

Meeting Date: 5/17/2022

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**TITLE**

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



# Administrative Report

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H.3., File # 22-4155

Meeting Date: 5/17/2022

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

**TITLE**

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

A. APRIL 12, 2022 ADJOURNED REGULAR & REGULAR MEETING

**EXECUTIVE SUMMARY**

Approval of Council Minutes

**APPROVED BY:**

*Eleanor Manzano, City Clerk*



# Administrative Report

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H.3., File # 22-4155

Meeting Date: 5/17/2022

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

**TITLE**

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

A. APRIL 12, 2022 ADJOURNED REGULAR & REGULAR MEETING

**EXECUTIVE SUMMARY**

Approval of Council Minutes

**APPROVED BY:**

*Eleanor Manzano, City Clerk*



**A. CALL MEETING TO ORDER**

Via teleconference, an Adjourned Regular Meeting of the Redondo Beach City Council was called to order by Mayor Brand at 4:31 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

**B. ROLL CALL**

Councilmembers Present: Nehrenheim, Horvath, Obagi, Emdee, Mayor Brand  
Councilmembers Absent: Loewenstein  
Officials Present: Michael Webb, City Attorney  
Mike Witzansky, City Manager  
Vickie Kroneberger, Chief Deputy City Clerk

**C. SALUTE TO THE FLAG AND INVOCATION – NONE**

**D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS – NONE**

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

Mayor Brand called for public comment via Zoom and eComment. There being no comments, Mayor Brand closed the public comment period.

**F. RECESS TO CLOSED SESSION: 4:30 p.m.**

**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:**

**Michele Purcell v. Table Manners, An Unknown Business Entity, City of Redondo Beach, et al.**

**Case Number: 22STCV10855**

**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:**

**City of Redondo Beach, et al. v. California State Water Resources Control Board**

**Case Number: 20STCP03193**

**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:**

**Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.**

**Case Number: BC682833**

**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:**

**Laura Klein-Del Rosario v. Redondo Beach Unified School District, City of Redondo Beach, et al.**

**Case Number: 22STCV08792**

**F.5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR -The Closed Session is authorized by the Government Code Section 54956.8.**

**Pulled by staff.**

**F.6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR -The Closed Session is authorized by the Government Code Section 54956.8.**

**AGENCY NEGOTIATOR:**

**Mike Witzansky, City Manager**

**Greg Kapovich, Waterfront & Economic Development Director**

**PROPERTY:**

**107 W. Torrance Blvd #202, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)**

**NEGOTIATING PARTY:**

**Monica Quintero, CEO Demi Loon, Inc.**

**UNDER NEGOTIATION:**

**Both Price and Terms**

Motion by Councilmember Horvath, seconded by Emdee, to recess at 4:32 p.m. to conduct Closed Sessions attended by City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, Human Resources Director Diane Strickfaden, Waterfront & Economic Development Director Greg Kapovich, and Real Estate Advisor Brian Campbell. There being no objections, Mayor Brand so ordered.

**G. RECONVENE TO OPEN SESSION**

**H. ROLL CALL**

Councilmembers Present:

Nehrenheim, Horvath, Obagi, Mayor Brand

Councilmembers Absent:

Loewenstein, Emdee

Officials Present:

Michael Webb, City Attorney

Mike Witzansky, City Manager

Vickie Kroneberger, Chief Deputy City Clerk

**I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

City Manager Witzansky announced that the City Council unanimously authorized the City Attorney to defend the City under Items F.1 and F.4 (Loewenstein absent), and also announced that Outside Legal Counsel Jon Welner was present for Items F2 and F3.

**J. ADJOURN TO REGULAR MEETING**

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to adjourn at 6:03 p.m. to a regular meeting. There being no objections, Mayor Brand so ordered.

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**A. CALL TO ORDER**

Via Teleconference, a Regular Meeting of the Redondo Beach City Council was called to order by Mayor Brand at 6:03 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

**B. ROLL CALL**

Councilmembers Present: Nehrenheim, Horvath, Obagi, Mayor Brand  
Councilmembers Absent: Loewenstein, Emdee (arrived 7:43 p.m.)  
Officials Present: Michael Webb, City Attorney  
Mike Witzansky, City Manager  
Vickie Kroneberger, Chief Deputy City Clerk

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

At the request of Mayor Brand, the audience and Councilmembers rose to salute the flag followed by a moment of silence.

**D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS**

Councilmember Nehrenheim announced his Community Meeting last weekend at Alta Vista Community Center, and announced his online Community Meeting taking place on Thursday, April 21, 2022 with the new Police Chief present.

Councilmember Horvath announced his District 3 Community Meeting taking place on Saturday, April 23, 2022, from 9:30 to 11 a.m.

Councilmember Obagi thanked Mayor Brand and Councilmember Nehrenheim for walking with the residents opposing the Metro trains running through the backyards.

Mayor Brand supported the great turnout regarding opposition to the Greenline Extension down the right-of-way next to 400+ neighbors in Redondo Beach. He also announced a service this Easter Sunday in Veterans Park at 8 a.m.

**E. APPROVAL OF ORDER OF AGENDA**

City Manager Witzansky requested deferring Item N.3 regarding the revision to the City’s cap for developer in-lieu park and recreation fees (Quimby Fees).

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to approve the Order of the Agenda with the exception of Item N.3. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Horvath, Obagi  
NOES: None  
ABSENT: Loewenstein, Emdee

**F. AGENCY RECESS - NONE**

**G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS**

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to receive and file additional Items for Items J.1 and N.5. There being no objections, Mayor Brand so ordered.

**H. CONSENT CALENDAR**

**H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR AND REGULAR MEETING OF APRIL 12, 2022  
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. EXCUSE ABSENCES OF COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS  
CONTACT: ELEANOR MANZANO, CITY CLERK**

**H.4. APPROVE AN AGREEMENT WITH PYRO SPECTACULARS IN THE AMOUNT OF \$60,000 FOR A BARGE BASED 4TH OF JULY FIREWORKS DISPLAY IN KING HARBOR**

**RECEIVE AND FILE INFORMATION ON THE COST OF A DRONE SHOW  
CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR**

Mayor Brand called for public comment via Zoom and eComment.

There being no comments, Mayor Brand closed the public comment period.

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to approve Consent Calendar Items H.1 through H.4. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Horvath, Obagi  
NOES: Loewenstein, Emdee  
ABSENT: None

**I. EXCLUDED CONSENT CALENDAR ITEMS - NONE**

**J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

Mayor Brand called for public comment via Zoom and eComment.

Administrative Specialist Melissa Villa read the comments submitted via eComment by: Mark Nelson and Ron Maroko.

There being no further comments, Mayor Brand closed the public comment period.

**K. EX PARTE COMMUNICATIONS**

Councilmember Nehrenheim disclosed discussions with the public, staff, and Mayor Brand.

Mayor Brand disclosed discussions with the City Manager and Councilmember Nehrenheim.

**L. PUBLIC HEARINGS**

**L.1. PUBLIC HEARING TO SOLICIT INPUT ON PUBLIC SERVICE GRANT RECOMMENDATIONS AND THE DRAFT FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN**

**PROCEDURES:**

- a. **Open Public Hearing and take testimony; and**
- b. **Solicit input on public service grant recommendations and the draft FY 2022-23 Annual Action Plan**
- c. **Continue the Public Hearing to June 7, 2022.**

**CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR**

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to open the Public Hearing. Hearing no objections, Mayor Brand so ordered.

CDBG Consultant Joyce Lee, Michael Baker International, gave a presentation and discussed the following:

- CDBG description and allocation
- City has completed five year plan
- Expected to receive \$285,916 in CDBG funds
- Purpose of Annual Action Plan
- Final allocation on May 13, 2022
- Recommend funding for the five public service agencies
- Applications and invitations sent out on January 13 and submitted and due on February 17
- Funding recommendations
- First Public Hearing tonight, second Public Hearing in June for final review and adoption, and submit to HUD June 30, 2022

Mayor Brand asked about dental services for children and families in need. Ms. Lee said this was formerly the South Bay Health Care Center but they merged to Venice Family Clinic.

Anita Zamora, Deputy Director and Chief Operations Officer Venice Family Clinic gave a history on the merger and said they will continue to provide dental care and other comprehensive health care services. She also said their request is focused on behavioral health for families and children.

In response to Councilmember Nehrenheim regarding public improvement facilities, Ms. Lee explained they did include ADA ramp improvements but can bring back more information to Council on public improvement facilities. She also said ADA improvements for private homes are available by applying for funding. She further said the funding final amount is driven by HUD and reflective of the population.

Mayor Brand called for public comment via Zoom and eComment.

There being no comments, Mayor Brand closed the public comment period.

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to continue the Public Hearing to June 7, 2022. Motion carried unanimously, with the following roll call:

AYES: Nehrenheim, Horvath, Obagi  
 NOES: None  
 ABSENT: Loewenstein, Emdee

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS – NONE**

**N. ITEMS FOR DISCUSSION PRIOR TO ACTION**

- N.1. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PROPOSED LEADERSHIP REDONDO CLASS OF 2021 PROJECT TO PROVIDE FAÇADE AND AMENITY UPGRADES TO THE PALLET SHELTER FACILITY LOCATED ON KINGSDALE AVENUE**  
**CONTACT: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER**

Assistant To The City Manager Elizabeth Hause gave a report and introduced members of the Leadership Redondo Class of 2021 who reviewed their proposed project:

- Mission Statement
- Project Description
- Project Scope
- Required Approvals
- Project Implementation
- Proposed Timeline
- Fundraising
- Proposed Budget
- Total Fundraising Goal \$15,000
- Assignments before and after Renderings
- Additional Amenities
- Overview of site for reference

Mayor Brand called for public comment via Zoom and eComment.

There being no comments, Mayor Brand closed the public comment period.

Councilmember Nehrenheim thanked the Leadership Class for their help and support.

Councilmember Horvath also thanked the Leadership Class for their help and presenting the project.

Motion by Councilmember Obagi, seconded by Councilmember Horvath, to approve the proposed Leadership Redondo Class of 2021 Project to provide façade and amenity upgrades to the Pallet Shelter Facility located on Kingsdale Avenue. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Horvath, Obagi  
NOES: None  
ABSENT: Loewenstein, Emdee

**N.2. DISCUSSION AND POSSIBLE ACTION REGARDING COUNCIL PARTICIPATION IN FUTURE PUBLIC MEETINGS VIA TELECONFERENCE PURSUANT TO THE BROWN ACT DISCUSSION AND POSSIBLE ACTION REGARDING RETURNING TO IN-PERSON COUNCIL AND COMMISSION MEETINGS**

**CONTACT: MIKE WITZANSKY, CITY MANAGER  
ELEANOR MANZANO, CITY CLERK**

City Manager Witzansky gave a report and discussed the following:

- Return to first in-person meeting on May 3<sup>rd</sup>
- Adopt revised Rules of Conduct policy to allow for telecommunicating under certain circumstances in the future based on Council rules

Councilmember Nehrenheim asked if one Council a month could take place remotely. City Manager Witzansky suggested keeping some forum for public exchange under the bill and law but questioned this flexibility.

City Attorney Webb said the issue with the hybrid model requires inviting people into every location and only works if there is an emergency.

City Manager Witzansky said if Council opts to go back to in person May 3<sup>rd</sup>, everyone would be included.

City Attorney Webb said he will bring back next week Charter sections regarding meetings held at City Hall.

In response to Councilmember Horvath, City Manager Witzansky said a new AB361 would need to be filed regarding going virtual again to meet with an emergency. City Attorney Webb stated it has to do with social distancing and doesn't include masking, which is already recommended. If social distancing is recommended at any time, then the emergency ordinance would be updated every month and go to teleconferencing without traditional Brown Act rules.

In response to Councilmember Horvath regarding modifying the Brown Act to allow for a hybrid virtual type scenario, City Attorney Webb stated the bill sunsets in 2024 and may be changed to provide exceptions such as social distancing recommended by County Health.

City Manager Witzansky also said there has been discussions regarding more permanent changes in the Brown Act that recognizes the new technology available to the public.

Councilmember Obagi supported having ease of public participation, noting it is difficult to join Zoom.

Mayor Brand called for public comment via Zoom and eComment.

There being no comments, Mayor Brand closed the public comment period.

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to accept the Rules of Conduct and to restart the in-person meetings May 3, 2022. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Horvath, Obagi  
NOES: None  
ABSENT: Loewenstein, Emdee

**N.3. DISCUSSION AND POSSIBLE ACTION REGARDING REVISION TO THE CITY'S CAP FOR DEVELOPER IN-LIEU PARK AND RECREATION FEES (QUIMBY FEES)  
CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR**

This item was removed from the Agenda by staff.

**N.4. DISCUSSION AND POSSIBLE ACTION ON THE COMMUNITY DEVELOPMENT DIRECTOR'S ISSUANCE OF A SECOND EXTENSION TO THE EMERGENCY COASTAL DEVELOPMENT PERMIT ISSUED FOR THE TEMPORARY CLOSURE OF THE LOS ANGELES COUNTY BEACH ACCESS RAMP AT ESPLANADE AND AVENUE A TO PROTECT PUBLIC SAFETY RECEIVE AND FILE THE SECOND EXTENSION OF THE EMERGENCY COASTAL DEVELOPMENT PERMIT FOR THE TEMPORARY CLOSURE OF THE BEACH ACCESS RAMP AT ESPLANADE AND AVENUE A TO PROTECT PUBLIC SAFETY**

**RECEIVE AND FILE THE SECOND EXTENSION OF THE EMERGENCY COASTAL DEVELOPMENT PERMIT FOR THE TEMPORARY CLOSURE OF THE BEACH ACCESS RAMP AT ESPLANADE AND AVENUE A TO PROTECT PUBLIC SAFETY  
CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR**

Community Development Director Forbes gave a report and update on the Emergency Coastal Development Permit for the temporary closure of the beach access ramp at Esplanade and Avenue A to protect public safety.

In response to Mayor Brand, Community Development Director Forbes estimated approximately one year to complete the work.

Mayor Brand pointed out that the facility is county and falls within the Local Coastal Program, requiring approval from the City for a Coastal Development Permit.

In response to Councilmember Nehrenheim, Community Development Director Forbes stated she will provide any conceptual designs that may be available.

Mayor Brand called for public comment via Zoom and eComment.

There being no comments, Mayor Brand closed the public comment period.

Motion by Councilmember Nehrenheim, seconded by Councilmember Horvath, to receive and file the second extension of the Emergency Coastal Development Permit for the temporary closure of the beach access ramp at Esplanade and Avenue A to protect public safety. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Horvath, Obagi  
NOES: None  
ABSENT: Loewenstein, Emdee

**N.5. DISCUSSION AND POSSIBLE ACTION TO STAFF REGARDING THE PARTNERING WITH OHMCONNECT TO BUILD A “VIRTUAL POWER PLANT”.  
CONTACT: MICHAEL W. WEBB, CITY ATTORNEY**

City Attorney Webb gave a report and discussed the following:

- AES is committed to retiring the Redondo Beach generating station at the end of 2023
- State agency can order AES to extend the Power Plant for a period of time
- Build a virtual power plant partnering with OhmConnect

Mayor Brand gave a history on the power plant.

Leah Goodman, OhmConnect, gave a report on their company and discussed the following:

- Virtual power plant
- RBGS is 834 MW of capacity: it has served the CA grid for more than 60 years
- OhmConnect x Redondo Beach partnership
- OhmConnect impact
- Platform and product experience
- Partnership details
- Save energy. Get paid.
- Efficient, asset-light alternatives: A critical part of the solution
- We get people excited about energy
- Flexibility, reliability, and clean energy solved with the home
- OhmConnect keeps customers engaged during Flex Alerts
- Experience
- OhmConnect customers have a simple automated experience
- OhmConnect platform is engaging and rewarding
- A marketplace built with the customer in mind
- Already integrated with largest tech & appliance companies
- Keys to unlocking enrollment and engagement world class customer experience team

- Create value for Redondo Beach
- What is in it for your customers?
- OhmConnect 2022 Engagement
- OhmConnect Partner Case Study

Councilmember Emdee joined the meeting in progress at 7:43 p.m.

In response to Mayor Brand, Ms. Goodman said they are ready at certain capacities all the time and get paid.

Mayor Brand pointed out that AES Redondo makes money whether they operate or not and can get called upon, and he also noted the power plant is 70 years old and continues to operate.

Councilmember Horvath supported easy accessibility and the process being easy. He also supported a partnership and customers being part of the program regardless of the source of energy the customer is using.

City Attorney Webb stated staff is just looking for direction at this time and OhmConnect will roll out special incentives, coming up with a plan with no cost to the City. He also suggested reaching out to other Councilmembers from other cities and also reaching out to social media.

Mayor Brand called for public comment via Zoom and eComment.

There being no comments, Mayor Brand closed the public comment period.

Councilmember Nehrenheim pointed out more electricity used will create more of a benefit and supported OhmConnect.

Mayor Brand believed OhmConnect would be very competitive all year long and not just during times of shortages.

Motion by Councilmember Obagi, seconded by Councilmember Horvath, to direct staff to team up with OhmConnect to reduce Redondo Beach’s electricity consumption, create a “Virtual Power Plant” and educate the residents. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Horvath, Obagi, Emdee  
 NOES: None  
 ABSENT: Loewenstein

**O. CITY MANAGER ITEMS**

City Manager Witzansky stated the City received a letter from HCD today and believed there is some level of progress towards a certified housing element which should come back to Council with a scheduled hearing to consider additional changes.

**P. MAYOR AND COUNCIL ITEMS**

Councilmember Obagi requested a BRR on the cost of broadcasting community meetings on Zoom.

Mayor Brand and Councilmember Obagi requested a BRR regarding any type of enhancement to crosswalks at important intersections such as at Grant and Aviation.

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

**R. CLOSED SESSION – NONE**

**S. RECONVENE TO OPEN SESSION – NONE**

**T. ADJOURNMENT: 8:09 P.M.**

**T.1. ADJOURN IN MEMORY OF BRENDA ANNE ROBINSON, LONG-TIME REDONDO BEACH RESIDENT AND COMMUNITY LEADER.**

There being no further business to come before the City Council, Motion by Councilmember Obagi, seconded by Councilmember Horvath, to adjourn the meeting at 8:09 p.m. to 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 19, 2022, in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California, via teleconference. Motion carried unanimously, with no objection.

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

Respectfully submitted,

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Eleanor Manzano, City Clerk



# Administrative Report

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H.4., File # 22-4081

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL  
**From:** JENNIFER PAUL, FINANCE DIRECTOR

## **TITLE**

### **PAYROLL DEMANDS**

CHECKS 28159-28197 IN THE AMOUNT OF \$60,726.12, PD. 5/13/22

DIRECT DEPOSIT 248209-248730 IN THE AMOUNT OF \$1,801,375.30, PD. 5/13/22

EFT/ACH \$7,557.23, PD. 4/15/22 (PP2208)

EFT/ACH \$362,209.91, PD. 4/27/22 (PP2208)

### **ACCOUNTS PAYABLE DEMANDS**

CHECKS 103456-103674 IN THE AMOUNT OF \$2,999,558.88

REPLACEMENT DEMAND 103455 \$5,044.00

## **EXECUTIVE SUMMARY**

Approval of Payroll and Accounts Payable

## **ATTACHMENTS**

05172022\_RECOMMENDATION\_TO\_APPROVE

05172022\_VENDOR\_INVOICE\_LIST



# Administrative Report

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H.4., File # 22-4081

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL  
**From:** JENNIFER PAUL, FINANCE DIRECTOR

## **TITLE**

### **PAYROLL DEMANDS**

CHECKS 28159-28197 IN THE AMOUNT OF \$60,726.12, PD. 5/13/22

DIRECT DEPOSIT 248209-248730 IN THE AMOUNT OF \$1,801,375.30, PD. 5/13/22

EFT/ACH \$7,557.23, PD. 4/15/22 (PP2208)

EFT/ACH \$362,209.91, PD. 4/27/22 (PP2208)

### **ACCOUNTS PAYABLE DEMANDS**

CHECKS 103456-103674 IN THE AMOUNT OF \$2,999,558.88

REPLACEMENT DEMAND 103455 \$5,044.00

## **EXECUTIVE SUMMARY**

Approval of Payroll and Accounts Payable

## **ATTACHMENTS**

05172022\_RECOMMENDATION\_TO\_APPROVE

05172022\_VENDOR\_INVOICE\_LIST

**RECOMMENDATION TO APPROVE  
PAYROLL AND ACCOUNTS PAYABLE  
COUNCIL MEETING MAY 17, 2022**

**a. Payroll Demands**

- Checks 28159-28197, \$60,726.12, Pd.5/13/22
- Direct Deposit 248209-248730, \$1,801,375.30, Pd.5/13/22
- EFT/ACH \$7,557.23, Pd. 4/15/22 (PP2208)
- EFT/ACH \$362,209.91 Pd. 4/27/22 (PP2208)

**b. Accounts Payable Demands**

- Checks 103456-103674, \$2,999,558.88

**Replacement Demands**

103455	Renee and Kurt Suzuki (Replaced ck #102804-Never rec'd)	\$5,044.00
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**I hereby approve and authorize for payment the above demands.**

*Mike Witzansky*  
*City Manager*

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
12675 #1 ALL SAFE & SECURE											
04-2022		04/30/2022	10272690	05172022	103456	300.00	05/09/2022	INV	PD	BACKGROUND FOR 15EE	
8892 3V SIGNS & GRAPHICS, LLC.											
13007		05/02/2022	10272521	05172022	103457	427.05	05/17/2022	INV	PD	04/2022 CONSTRUCTION SITE	
5080 AATARI, INC.											
E2020-132		04/27/2022	10272220	05172022	103458	1,305.00	04/27/2022	INV	PD	PERMIT REFUND E2020-132.	
12753 ALESHIRE & WYNDER LLP											
67325		05/03/2022	10272443	05172022	103459	208.00	05/09/2022	INV	PD	3/22 HCD Writ Legal Fees	
67384		05/03/2022	10272718	05172022	103459	4,426.50	05/09/2022	INV	PD	3/22 SB-9 Legal Fees	
						4,634.50					
12747 ALL CITY MANAGEMENT SERVICES INC											
76353	5577	03/23/2022	10272546	05172022	103460	5,782.32	03/23/2022	INV	PD	Agreement for crossing gu	
76707	5577	04/06/2022	10272547	05172022	103460	6,371.26	04/06/2022	INV	PD	Agreement for crossing gu	
						12,153.58					
13022 ALL FOR ONE PICTURES											
677397/042222		05/11/2022	10272761	05172022	103461	1,000.00	05/11/2022	INV	PD	FILM DEPOSIT REFUND- MURF	
144 AMERICAN CITY PEST CONTROL INC.											
619882		05/09/2022	10272728	05172022	103462	100.00	05/09/2022	INV	PD	Monthly Pest Control w/ B	
621766		05/02/2022	10272255	05172022	103462	96.50	05/02/2022	INV	PD	RBPAC BAIT STATIONS 4/21/	
						196.50					
12686 ANGUIANO LAWN CARE											
38	5569	05/03/2022	10272373	05172022	103463	8,500.00	05/03/2022	INV	PD	TREE PLANTING	
213 AQUA-FLO											
SI1901323		05/04/2022	10272495	05172022	103464	1,184.17	05/04/2022	INV	PD	IRRIGATION SUPPLIES-PARKS	
SI1901324		05/04/2022	10272496	05172022	103464	363.19	05/04/2022	INV	PD	IRRIGATION SUPPLIES-MEDIA	
SI1901325		05/04/2022	10272497	05172022	103464	548.05	05/04/2022	INV	PD	ALTA VISTA GARDEN SUPPLIE	
SI1901329		05/04/2022	10272494	05172022	103464	7.26	05/04/2022	INV	PD	PVC MALE ADAPTER	
SI1901330		05/04/2022	10272493	05172022	103464	3.64	05/04/2022	INV	PD	PVC COUPLINGS-PARKS	
						2,106.31					
11606 ARCHITERRA, INC.											
29499	4517	04/28/2022	10272506	05172022	103465	570.00	04/28/2022	INV	PD	On-CallTasks.LandscapeArc	
2825 AT&T											
04012022-0214		05/02/2022	10272308	05172022	103466	51.88	05/02/2022	INV	PD	MONTHLY PHONE CHARGES	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
04012022-8488		05/02/2022	10272309	05172022	103466	51.88	05/02/2022	INV	PD	MONTHLY PHONE CHARGES	
8029 ATHENS SERVICES						103.76					
12006236	5405	04/27/2022	10272221	05172022	103467	11,308.73	04/27/2022	INV	PD	MISC. MARCH 2022 CHARGES	
12006244	5405	04/27/2022	10272225	05172022	103467	1,801.99	04/27/2022	INV	PD	MISC CHARGES MARCH 2022	
282 B.D. WHITE TOP SOIL CO., INC.						13,110.72					
86769		05/04/2022	10272509	05172022	103468	1,091.48	05/04/2022	INV	PD	WALK ON BARK-PIER LOT 13	
291 BAKER & TAYLOR											
2036541589		04/14/2022	10272246	05172022	103469	808.04	04/28/2022	INV	PD	BOOKS	
2036554274		04/18/2022	10272245	05172022	103469	720.63	04/28/2022	INV	PD	BOOKS	
2036560603		04/25/2022	10272304	05172022	103469	930.66	05/03/2022	INV	PD	BOOKS	
2036578865		04/28/2022	10272564	05172022	103469	1,018.63	05/05/2022	INV	PD	BOOKS	
2036602723		04/25/2022	10272306	05172022	103469	1,795.61	05/03/2022	INV	PD	BOOKS	
2036657751		04/21/2022	10272233	05172022	103469	889.27	04/28/2022	INV	PD	BOOKS	
2036677938		04/22/2022	10272232	05172022	103469	707.38	04/28/2022	INV	PD	BOOKS	
2036692137		04/21/2022	10272236	05172022	103469	18.26	04/28/2022	INV	PD	BOOKS	
2036695636		04/20/2022	10272240	05172022	103469	11.92	04/28/2022	INV	PD	BOOKS	
2036698653		04/21/2022	10272234	05172022	103469	20.46	04/28/2022	INV	PD	BOOKS	
2036698915		04/25/2022	10272303	05172022	103469	58.90	05/03/2022	INV	PD	BOOKS	
2036713291		04/27/2022	10272565	05172022	103469	36.25	05/05/2022	INV	PD	BOOKS	
5017702374		04/21/2022	10272237	05172022	103469	263.64	04/28/2022	INV	PD	BOOKS	
5017714033		04/28/2022	10272562	05172022	103469	36.52	05/05/2022	INV	PD	BOOKS	
H61057330		04/18/2022	10272244	05172022	103469	71.39	04/28/2022	INV	PD	AUDIOVISUAL MATERIAL	
H61072140		04/18/2022	10272242	05172022	103469	67.27	04/28/2022	INV	PD	AUDIOVISUAL MATERIAL	
H61077710		04/18/2022	10272243	05172022	103469	36.93	04/28/2022	INV	PD	AUDIOVISUAL MATERIAL	
H61093540		04/19/2022	10272241	05172022	103469	49.24	04/28/2022	INV	PD	AUDIOVISUAL MATERIAL	
H61115870		04/20/2022	10272239	05172022	103469	41.03	04/28/2022	INV	PD	AUDIOVISUAL MATERIAL	
H61130630		04/21/2022	10272235	05172022	103469	180.50	04/28/2022	INV	PD	AUDIOVISUAL MATERIAL	
H61166190		04/25/2022	10272568	05172022	103469	30.35	05/05/2022	INV	PD	AUDIOVISUAL MATERIAL	
H61197580		04/27/2022	10272567	05172022	103469	133.73	05/05/2022	INV	PD	AUDIOVISUAL MATERIAL	
10884 BANNER BANK						7,926.61					
AV_BB-002	5543	04/28/2022	10272230	05172022	103470	21,178.40	04/28/2022	INV	PD	ALTA VISTA PUMP STATION P	
8295 BEST, BEST & KRIEGER, LLP.											
932009		05/03/2022	10272438	05172022	103471	1,976.50	05/09/2022	INV	PD	3/22 Catalina Fund Legal	
384 BILL'S SOUND SYSTEMS, INC.											
40258		05/02/2022	10272630	05172022	103472	497.00	05/02/2022	INV	PD	ALTA VISTA FIRE ALARM TES	
40259		05/02/2022	10272631	05172022	103472	495.00	05/02/2022	INV	PD	VET SENIOR CENTER FIRE AL	
40260		05/02/2022	10272632	05172022	103472	65.00	05/02/2022	INV	PD	PARKS YARD PASSCODE	
40271		05/02/2022	10272633	05172022	103472	446.00	05/02/2022	INV	PD	MAINT YARD ALARM TROUBLE	
40446		05/02/2022	10272610	05172022	103472	240.00	05/02/2022	INV	PD	ALTA VISTA ALAM MONITOR A	
40447		05/02/2022	10272611	05172022	103472	180.00	05/02/2022	INV	PD	CITY HALL ALARM MONITORIN	

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
40448		05/02/2022	10272613	05172022	103472	180.00	05/02/2022	INV	PD	DOM PARK ALARM MONITORIN	
40449		05/02/2022	10272612	05172022	103472	180.00	05/02/2022	INV	PD	FIRE STATION 3 ALARM MON	
40450		05/02/2022	10272614	05172022	103472	180.00	05/02/2022	INV	PD	HIST MUSEUM ALARM MONITO	
40451		05/02/2022	10272615	05172022	103472	180.00	05/02/2022	INV	PD	IT CITY HALL ALARM MONIT	
40452		05/02/2022	10272627	05172022	103472	180.00	05/02/2022	INV	PD	MAIN LIBRARY ALARM MONIT	
40453		05/02/2022	10272617	05172022	103472	360.00	05/02/2022	INV	PD	MAINTENANCE YARD ALARM M	
40454		05/02/2022	10272616	05172022	103472	180.00	05/02/2022	INV	PD	MORRELL HOUSE ALARM MONI	
40455		05/02/2022	10272618	05172022	103472	180.00	05/02/2022	INV	PD	NORTH BRANCH LIB ALARM M	
40456		05/02/2022	10272619	05172022	103472	180.00	05/02/2022	INV	PD	RBPAC ALARM MONITORING A	
40457		05/02/2022	10272620	05172022	103472	213.00	05/02/2022	INV	PD	PERRY TEEN CENTER ALARM	
40458		05/02/2022	10272621	05172022	103472	180.00	05/02/2022	INV	PD	PD WAREHOUSE ALARM MONIT	
40459		05/02/2022	10272623	05172022	103472	180.00	05/02/2022	INV	PD	PD SUB STA ALARM MONITOR	
40460		05/02/2022	10272624	05172022	103472	180.00	05/02/2022	INV	PD	PW YARD ALARM MONITORING	
40461		05/02/2022	10272625	05172022	103472	135.00	05/02/2022	INV	PD	RCS ALARM MONITORING APR	
40463		05/02/2022	10272628	05172022	103472	180.00	05/02/2022	INV	PD	PARKS YARD ALARM MONITOR	
40589		05/02/2022	10272629	05172022	103472	550.00	05/02/2022	INV	PD	MORRELL HOUSE FIRE ALARM	
						5,341.00					
11059 BLACKSTONE PUBLISHING											
2039395		04/20/2022	10272317	05172022	103473	210.00	05/03/2022	INV	PD	AUDIOVISUAL MATERIAL	
2039965		04/22/2022	10272316	05172022	103473	607.94	05/03/2022	INV	PD	AUDIOVISUAL MATERIAL	
2040046		04/25/2022	10272314	05172022	103473	315.00	05/03/2022	INV	PD	AUDIOVISUAL MATERIAL	
2040364		04/26/2022	10272313	05172022	103473	35.00	05/03/2022	INV	PD	AUDIOVISUAL MATERIAL	
						1,167.94					
13009 BLECHNER, PAUL A.											
041822		05/03/2022	10272707	05172022	103474	2,513.74	05/09/2022	INV	PD	4/22 P. Blechner BI Loss	
3121 BLUE DIAMOND											
2652494		05/04/2022	10272500	05172022	103475	542.12	05/04/2022	INV	PD	EMULSION BUCKET AND SHEE	
2661060		05/02/2022	10272471	05172022	103475	1,418.56	05/02/2022	INV	PD	STREETS SHEET ASPHALT	
						1,960.68					
13021 BRADY STANFIELD											
676589/041522		05/11/2022	10272762	05172022	103476	1,000.00	05/11/2022	INV	PD	FILM DEPOSIT REFUND- TWO	
6885 BRAND, BILL											
ICAWINRSEMBB		05/05/2022	10272586	05172022	103477	89.70	05/05/2022	INV	PD	BBRAND ICA WINTR SEMR 202	
4963 BROWN, JASEN											
02032022		02/03/2022	10272698	05172022	103478	400.00	05/09/2022	INV	PD	S-359 MEDICAL UNIT LEADER	
02262022		02/26/2022	10272691	05172022	103478	550.00	05/09/2022	INV	PD	INSTRUCTOR II	
						950.00					
13019 BUSH, DEBORAH											
BUSH2022		05/09/2022	10272727	05172022	103479	620.00	05/09/2022	INV	PD	REFUND 1SUM0328 09 & 10 C	
577 CALIFORNIA WATER SERVICE											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
0125637138-4-12		04/19/2022	10272291	05172022	103480	1,790.27	04/19/2022	INV	PD	500 FISHERMAN'S WHARF	
2211933964041222		04/20/2022	10271953	05172022	103480	11,334.78	04/20/2022	INV	PD	221933964 04/12/22	
2754759120040722		04/20/2022	10271954	05172022	103480	6,309.67	04/20/2022	INV	PD	2754759120 4/7/22	
6428284669-3-30		04/19/2022	10271922	05172022	103480	14,411.41	04/19/2022	INV	PD	100 BLK TORRANCE BLVD	
6679269167-4-12		04/19/2022	10272285	05172022	103480	4,232.52	04/19/2022	INV	PD	116 YACHT CLUB WAY 3-9 T	
9968051525-4-20-22		04/19/2022	10272292	05172022	103480	2,172.58	04/19/2022	INV	PD	PORTOFINO WAY 3-9 THRU 4-	
						40,251.23					
12948 CARAHSOFT TECHNOLOGY CORPORATION											
IN1150432	5564	04/28/2022	10272507	05172022	103481	7,248.00	04/28/2022	INV	PD	MICROSTATION SELECT SOFTW	
13014 CARVUTTO, ANTHONY											
04132022		04/13/2022	10272694	05172022	103482	320.00	05/09/2022	INV	PD	S-290 INTERMEDIATE WILDLA	
04132022.1		04/13/2022	10272695	05172022	103482	200.00	05/09/2022	INV	PD	SP-223 FIRELINE EMT/PARAM	
04252022		04/25/2022	10272693	05172022	103482	160.00	05/09/2022	INV	PD	S-270 BASIC AIR OPS	
						680.00					
6048 CASTLEROCK ENVIRONMENTAL, INC.											
39403		05/03/2022	10272420	05172022	103483	3,245.00	05/03/2022	INV	PD	ROOF ABATEMENT WORK ON PI	
10519 CATAPULT SYSTEMS, LLC											
C100136		05/05/2022	10272535	05172022	103484	1,814.02	05/05/2022	INV	PD	SECURITY REMEDIATION	
M10699		05/05/2022	10272540	05172022	103484	-494.73	05/05/2022	CRM	PD	CREDIT SECURITY REMEDIATI	
						1,319.29					
12977 CHARITE, MIKE LA											
LACHARTE2022		04/29/2022	10272253	05172022	103485	103.00	04/29/2022	INV	PD	REFUND 4YPG0600-01 LACHAR	
660 CHARLES ABBOTT ASSOCIATES INC											
63965	5147	04/28/2022	10272222	05172022	103486	5,499.00	04/28/2022	INV	PD	FOG.NPDES	
8717 CHAVIRA, MELANIE											
033022		05/03/2022	10272431	05172022	103487	347.16	05/09/2022	INV	PD	3/22 Court Transcripts (P	
705 CITY OF REDONDO BEACH											
04292022		04/08/2022	10272298	05172022	103488	18.04	05/03/2022	INV	PD	PETTY CASH	
709 CITY OF TORRANCE											
0002-00000-09601-4-1		05/05/2022	10272560	05172022	103489	57.36	05/05/2022	INV	PD	SVC PERIOD 1-31 THRU 4-4-	
12658 CITYWORKS DESIGN											
35-042022	5306	05/04/2022	10272520	05172022	103490	12,567.39	05/17/2022	INV	PD	04/2022 RESIDENTIAL DESIG	
12873 CJ CONCRETE CONSTRUCTION INC											

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
6320	5544	04/28/2022	10272671	05172022	103491	37,249.02	04/28/2022	INV	PD	CITYWIDE CURB RAMP IMPROV	
6321	5544	04/28/2022	10272672	05172022	103491	95,718.83	04/28/2022	INV	PD	CITYWIDE CURB RAMP IMPROV	
6323	5544	04/28/2022	10272675	05172022	103491	46,053.62	04/28/2022	INV	PD	CITYWIDE CURB RAMP IMPROV	
9413 COLANTUONO, HIGHSMITH & WHATLEY, PC						179,021.47					
51388		05/03/2022	10272437	05172022	103492	919.04	05/09/2022	INV	PD	3/22 Under Collection of	
12261 COMMERCIAL BUILDING MANAGEMENT SERVICES											
68851	5438	05/04/2022	10272498	05172022	103493	10,983.45	05/04/2022	INV	PD	JANITORIAL SERVICES FOR C	
68852		05/05/2022	10272531	05172022	103493	300.00	05/05/2022	INV	PD	AV CC CLEANING MONTH APRI	
11863 COMMUNICATION STRATEGIES						11,283.45					
2867	5269	05/09/2022	10272660	05172022	103494	568.75	05/09/2022	INV	PD	Unified Communications Sy	
2868	4881	05/09/2022	10272659	05172022	103494	787.50	05/09/2022	INV	PD	LOCAL AREA NETWORK AND WI	
10780 COMPANY NURSE, LLC						1,356.25					
33015		04/30/2022	10272689	05172022	103495	945.00	05/09/2022	INV	PD	TRIAGE FOR 6 EE	
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS											
22041105573		04/28/2022	10272228	05172022	103496	231.31	04/28/2022	INV	PD	INGLEWOOD AT MBB COUNTY F	
862 CPRS DISTRICT IX TRAINING											
INV-4		05/05/2022	10272638	05172022	103497	335.00	05/05/2022	INV	PD	CPRS AWARD RECIPIENT/MEMB	
10214 CRAFTCO, INC.											
9402674197		05/02/2022	10272478	05172022	103498	2,584.19	05/02/2022	INV	PD	WO303-16 HEATED HOSE	
8372 CULLIGAN OF SANTA ANA											
1258321		05/05/2022	10272541	05172022	103499	40.10	05/05/2022	INV	PD	PD PIER SUBSTATION DRINKI	
1258324		04/30/2022	10272600	05172022	103499	31.58	05/09/2022	INV	PD	ST3 WATER COOLER	
1258355		05/05/2022	10272539	05172022	103499	82.48	05/05/2022	INV	PD	CH DRINKING WATER 5/1-5/3	
1258376		04/30/2022	10272557	05172022	103499	60.79	04/30/2022	INV	PD	Culligan Communications I	
1258633		04/30/2022	10272558	05172022	103499	40.47	04/30/2022	INV	PD	Culligan Investigations I	
6062 DAVE BANG ASSOCIATES, INC.						255.42					
CA50555	5581	05/03/2022	10272386	05172022	103500	7,005.11	05/03/2022	INV	PD	PURCHASE SPIRAL SLIDE FOR	
CA51000	5580	05/03/2022	10272379	05172022	103500	6,525.29	05/03/2022	INV	PD	PLAYGROUND EQUIPMENT/PART	
13002 DAVIES, MARI						13,530.40					

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
DAVIES2022		05/03/2022	10272361	05172022	103501	230.00	05/03/2022	INV	PD	REFUND 1SUM0306-05 CC DAV	
954 DELL MARKETING L.P.											
10573613260		05/02/2022	10272325	05172022	103502	2,624.42	05/02/2022	INV	PD	TONERS	
10579651080		05/02/2022	10272323	05172022	103502	707.33	05/02/2022	INV	PD	TONERS	
						3,331.75					
956 DELTA DENTAL											
BE004927170		05/01/2022	10272705	05172022	103503	31,927.57	05/09/2022	INV	PD	DELTA DENTAL PPO ACTIVES,	
9132 DELTA DENTAL INSURANCE COMPANY											
BE004926441		05/01/2022	10272673	05172022	103505	1,697.12	05/09/2022	INV	PD	DELTA DENTAL HMO ACTIVE M	
BE004926463		05/01/2022	10272662	05172022	103504	143.51	05/09/2022	INV	PD	DELTA DENTAL HMO RETIREES	
						1,840.63					
960 DEMCO, INC.											
7115684		04/19/2022	10272320	05172022	103506	468.37	05/03/2022	INV	PD	PROCESSING SUPPLIES	
11884 DIAMOND ENVIRONMENTAL SERVICES LP											
0003895929		05/04/2022	10272503	05172022	103507	30.00	05/04/2022	INV	PD	KINGSDALE FENCE 5/2-5/29/	
0003898753		05/03/2022	10272399	05172022	103507	144.06	05/03/2022	INV	PD	SANI UNI PORTOFINO WAY 5/	
0003927652		05/03/2022	10272714	05172022	103507	715.10	05/09/2022	INV	PD	PALLET SHELTER POWER POLE	
						889.16					
4543 DIVERSIFIED DEVELOPMENT CO.											
E2021-433		04/27/2022	10272217	05172022	103508	444.00	04/27/2022	INV	PD	PERMIT REFUND E2021-433.	
E6575		04/27/2022	10272218	05172022	103508	166.00	04/27/2022	INV	PD	PERMIT REFUND E-6575. 190	
						610.00					
1001 DIVERSIFIED RISK INSURANCE BROKERS											
05012022		05/01/2022	10272685	05172022	103509	154.50	05/09/2022	INV	PD	EVENTS INS PREMIUMS - BAB	
8947 DIVISION OF THE STATE ARCHITECT											
033122		03/31/2022	10272290	05172022	103510	936.00	05/02/2022	INV	PD	SB1186 FEES 1/01/22 - 3/3	
10748 DOUG & SONS PEST CONTROL											
23663		05/02/2022	10272268	05172022	103511	165.00	05/02/2022	INV	PD	MAIN LIBRARY BAIT STATION	
23705		05/02/2022	10272267	05172022	103511	45.00	05/02/2022	INV	PD	FIRE STATION 2 BAIT STATI	
						210.00					
13007 ELEBRAND-LFG											
1099		04/18/2022	10272289	05172022	103512	150.00	05/17/2022	INV	PD	DIECUT STICKERS-WILDLAND	
11709 ELIE FARAH, INC											

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
1	5383	05/10/2022	10272733	05172022	103513	20,692.60	05/10/2022	INV	PD	OnCallContract.Ref Po2019	
9	5098	05/10/2022	10272734	05172022	103513	2,254.00	05/10/2022	INV	PD	OnCallContract.RefPo2019-	
						<b>22,946.60</b>					
3655 EQUIFAX INFORMATION SERVICES, LLC											
6746126		04/07/2022	10272519	05172022	103514	27.68	04/07/2022	INV	PD	Equifax Invoice 6746126	
1145 EXCEL PAVING COMPANY											
R-26704		04/28/2022	10272229	05172022	103515	5,909.35	04/28/2022	INV	PD	RELEASE RETENTION. TRAFFI	
1176 FEDERAL EXPRESS CORPORATION											
7-717-77903		04/08/2022	10272295	05172022	103517	28.92	05/03/2022	INV	PD	POSTAGE - PET DATA & SPOK	
7-725-67567		04/15/2022	10272486	05172022	103517	48.81	05/15/2022	INV	PD	SHIPPING FEES	
7-740-65109		04/28/2022	10272516	05172022	103516	33.27	04/28/2022	INV	PD	PROJECT 40960 DIDAR PRIOR	
						<b>111.00</b>					
10479 FLYING LION, INC.											
1311	5575	03/14/2022	10272548	05172022	103518	279.99	03/14/2022	INV	PD	Flying Lion Contract	
1314	5575	03/28/2022	10272550	05172022	103518	5,579.30	03/28/2022	INV	PD	Flying Lion Contract	
1319	5575	04/11/2022	10272549	05172022	103518	4,031.60	04/11/2022	INV	PD	Flying Lion Contract	
1324	5575	04/26/2022	10272552	05172022	103518	4,390.40	04/26/2022	INV	PD	Flying Lion Contract	
						<b>14,281.29</b>					
10825 FRANCO AUTO UPHOLSTERY											
15146		05/02/2022	10272261	05172022	103519	150.00	05/02/2022	INV	PD	W0671-18 REPAIR ONE BUCKE	
10191 FRONTIER											
04132022-0796		05/02/2022	10272307	05172022	103520	29,167.39	05/02/2022	INV	PD	MONTHLY PHONE CHARGES	
04282022-0311		05/02/2022	10272311	05172022	103520	64.34	05/02/2022	INV	PD	MONTHLY PHONE CHARGES	
04282022-2298		05/02/2022	10272310	05172022	103520	155.67	05/02/2022	INV	PD	MONTHLY PHONE SERVICE	
						<b>29,387.40</b>					
3202 GALE											
77627725		04/18/2022	10272326	05172022	103521	92.78	05/03/2022	INV	PD	BOOKS	
77627921		04/18/2022	10272327	05172022	103521	92.78	05/03/2022	INV	PD	BOOKS	
77641834		04/20/2022	10272324	05172022	103521	26.27	05/03/2022	INV	PD	BOOKS	
77646608		04/21/2022	10272322	05172022	103521	69.80	05/03/2022	INV	PD	BOOKS	
77677821		04/27/2022	10272571	05172022	103521	29.55	05/05/2022	INV	PD	BOOKS	
77678065		04/27/2022	10272574	05172022	103521	27.09	05/05/2022	INV	PD	BOOKS	
77678583		04/27/2022	10272572	05172022	103521	27.09	05/05/2022	INV	PD	BOOKS	
						<b>365.36</b>					
1289 GALLS INCORPORATED											
bc1573877		05/03/2022	10272348	05172022	103522	201.98	05/03/2022	INV	PD	baton carriers for mso's	
bc1579395		05/03/2022	10272346	05172022	103522	29.68	05/03/2022	INV	PD	name plates	
bc1580457		05/03/2022	10272347	05172022	103522	126.45	05/03/2022	INV	PD	uniforms for swat	
bc1587535	5472	05/03/2022	10272441	05172022	103522	5,144.20	05/03/2022	INV	PD	K9 Tactical Response Vest	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						5,502.31					
9343 GARCIA, MARCO											
05092022		04/29/2022	10272692	05172022	103523	1,500.00	05/09/2022	INV	PD	COMPUTER LOAN 9511	
1300 GAS COMPANY, THE											
16503508778-0422		05/06/2022	10272645	05172022	103524	14,429.90	05/06/2022	INV	PD	CNG FUEL 4/1-5/1/22	
3706 GOLDEN STATE WATER											
48470300004-4-8		05/05/2022	10272556	05172022	103525	352.99	05/05/2022	INV	PD	WATER SVC 3-8 THRU 4-5-2	
13016 GONZALEZ, JOANNE											
GONZALEZ2022		05/05/2022	10272640	05172022	103526	180.00	05/05/2022	INV	PD	REFUND 1SUM0325-01 GONZAL	
13018 GURNEE, TAWNI											
GURNEE2022		05/05/2022	10272639	05172022	103527	460.00	05/05/2022	INV	PD	REFUND 2KIDS 1SUM0306-18	
1416 HAAKER EQUIPMENT COMPANY											
C79665		05/02/2022	10272480	05172022	103528	36.40	05/02/2022	INV	PD	W0326-10 QUICK RELEASE PI	
1428 HARBOR & PIER ASSN											
3348		01/01/2022	10272649	05172022	103529	1,780.43	05/09/2022	INV	PD	KHA DUES - JANUARY 2022	
1453 HDL, COREN & CONE											
SIN016512		04/26/2022	10272719	05172022	103530	4,450.00	05/03/2022	INV	PD	CONTRACT SERVICES PROPERT	
7996 HERMOSA AUTO DETAIL											
354878		05/03/2022	10272349	05172022	103531	230.00	05/03/2022	INV	PD	detail and tint for 685-1	
360343		05/03/2022	10272350	05172022	103531	180.00	05/03/2022	INV	PD	detail unit 604	
						410.00					
1518 HOUSING RIGHTS CENTER											
10012021		05/09/2022	10272686	05172022	103532	1,511.42	05/09/2022	INV	PD	CDBG HOUSING RIGHTS OCT 2	
3519 HUNTINGTON BEACH HONDA											
109545		03/30/2022	10271874	05172022	103533	482.56	04/13/2022	INV	PD	TRAFFIC UNIT REPAIR INVOI	
109680		04/14/2022	10271873	05172022	103533	281.76	04/15/2022	INV	PD	TRAFFIC UNIT REPAIR INVOI	
109688		04/15/2022	10272513	05172022	103533	444.92	04/26/2022	INV	PD	Huntington Beach Honda Re	
109825		05/03/2022	10272532	05172022	103533	272.12	05/03/2022	INV	PD	Huntington Beach Honda 10	
						1,481.36					
12059 IDS GROUP, INC.											
19X016.02-4	4898	04/28/2022	10272666	05172022	103534	1,158.00	04/28/2022	INV	PD	On-Call.HVACPropAssess.Rp	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12157 ILAND INTERNET SOLUTIONS CORPORATION										
INV-070745		05/02/2022	10272332	05172022	103535	159.30	05/02/2022	INV	PD	CLOUD BACKUP VEEAM
INV-077724		05/02/2022	10272330	05172022	103535	1,172.40	05/02/2022	INV	PD	CLOUD BACKUP VEEAM
INV-077727		05/02/2022	10272328	05172022	103535	4,545.36	05/02/2022	INV	PD	CLOUD BACKUP FOR VEEAM
						<b>5,877.06</b>				
1547 IMAGERY VIDEO PRODUCTIONS										
1963	5407	05/09/2022	10272706	05172022	103536	2,768.50	05/09/2022	INV	PD	VIDEO SERVICES FOR MEETIN
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130103351		05/02/2022	10272607	05172022	103537	804.30	05/02/2022	INV	PD	STOCK CAR BATTERIES
7956 IPS GROUP, INC.										
INV71252	5381	04/30/2022	10272452	05172022	103538	6,398.72	05/30/2022	INV	PD	IPS Parking Monthly Trans
12883 ISSA, JOHN										
E2021-796		02/24/2022	10269889	05172022	103539	295.00	02/24/2022	INV	PD	REFUND PERMIT E2021-796 1
11272 JC CASNER CONSTRUCTION										
E2021-585		04/27/2022	10272219	05172022	103540	583.00	04/27/2022	INV	PD	PERMIT REFUND E2021-585.
3585 JONES, NANCY										
APRIL2022		05/03/2022	10272334	05172022	103541	1,998.00	05/03/2022	INV	PD	APRIL2022 FARMERSMARKET M
1703 KAHL, LAWRENCE										
04152022		04/15/2022	10272683	05172022	103542	160.00	05/09/2022	INV	PD	KAHL STIPEND
1742 KEYSER MARSTON ASSOCIATES INC										
0036780	5219	05/09/2022	10272661	05172022	103543	6,230.00	05/17/2022	INV	PD	AFFORDABLE HOUSING CONSUL
8444 KRONOS INCORPORATED										
11903984	5362	05/02/2022	10272277	05172022	103544	1,595.75	05/02/2022	INV	PD	Cloud Hosting WorkForce T
11903985		04/23/2022	10272281	05172022	103544	1,460.55	05/17/2022	INV	PD	WF TELESTAFF 03/23-04/22/
11905174		04/27/2022	10272461	05172022	103544	25.39	05/17/2022	INV	PD	03/22 WF TELESTAFF IVR SE
						<b>3,081.69</b>				
10899 LA UNIFORMS										
11400		05/03/2022	10272351	05172022	103545	817.23	05/03/2022	INV	PD	uniforms and equipment qa
11533		05/03/2022	10272352	05172022	103545	270.99	05/03/2022	INV	PD	uniforms merrill
12175		05/03/2022	10272353	05172022	103545	843.14	05/03/2022	INV	PD	uniforms hoffman
12208		05/03/2022	10272355	05172022	103545	8.00	05/03/2022	INV	PD	alterations on clothes
12210		05/03/2022	10272356	05172022	103545	188.30	05/03/2022	INV	PD	uniforms steybe
12213		05/03/2022	10272369	05172022	103545	119.33	05/03/2022	INV	PD	uniforms garcia

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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
12220		05/03/2022	10272388	05172022	103545	102.48	05/03/2022	INV	PD	uniform shirt king	
12224		05/03/2022	10272392	05172022	103545	332.79	05/03/2022	INV	PD	uniforms monteilh	
12252		05/03/2022	10272408	05172022	103545	647.04	05/03/2022	INV	PD	uniforms and equipment or	
12275		05/03/2022	10272393	05172022	103545	174.08	05/03/2022	INV	PD	uniforms farrell	
12284		05/03/2022	10272397	05172022	103545	420.69	05/03/2022	INV	PD	uniforms naylor	
12319		05/03/2022	10272400	05172022	103545	50.00	05/03/2022	INV	PD	uniform alteration dyberg	
12324		05/03/2022	10272402	05172022	103545	238.07	05/03/2022	INV	PD	uniforms mahan	
12354		05/03/2022	10272410	05172022	103545	220.50	05/03/2022	INV	PD	velcro on patches	
12368		05/03/2022	10272403	05172022	103545	35.44	05/03/2022	INV	PD	alteration harrison	
12372		05/03/2022	10272405	05172022	103545	546.40	05/03/2022	INV	PD	uniforms and equipment ma	
						<b>5,014.48</b>					
5392 LAKIN TIRE WEST, INC.											
#IN269202		05/02/2022	10272266	05172022	103546	415.63	05/02/2022	INV	PD	PICK UP USED TIRES	
1828 LANCE, SOLL & LUNGHARD, LLP											
48667	5366	01/31/2022	10272722	05172022	103547	1,550.00	05/03/2022	INV	PD	CITYWIDE AUDITING SERVICE	
12991 LANDO ENTERTAINMENT LLC											
674603/040122		05/11/2022	10272763	05172022	103548	1,000.00	05/11/2022	INV	PD	FILM DEPOSIT REFUND- BEAC	
13004 LAU, JULIE											
LAU2022		05/03/2022	10272359	05172022	103549	140.00	05/03/2022	INV	PD	REFUND 4YPG1105-07 LAU202	
LAU22022		05/05/2022	10272641	05172022	103549	140.00	05/05/2022	INV	PD	REFUND 4YPG1105-07 LAU220	
						<b>280.00</b>					
12975 LAW OFFICE OF TODD SIMONSON PC											
137		05/03/2022	10272720	05172022	103550	5,989.00	05/09/2022	INV	PD	4/22 C. Warren Complaint	
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.											
270575		05/03/2022	10272376	05172022	103551	175.00	05/09/2022	INV	PD	3/22 General Legal Fees	
270576		05/03/2022	10272364	05172022	103551	535.00	05/09/2022	INV	PD	3/22 Arnold Legal Fees	
270577		05/03/2022	10272365	05172022	103551	8,012.50	05/09/2022	INV	PD	3/22 J. Johnson Legal Fee	
270578		05/03/2022	10272363	05172022	103551	75.00	05/09/2022	INV	PD	3/22 C. Garcia (writ of m	
270579		05/03/2022	10272374	05172022	103551	262.50	05/09/2022	INV	PD	3/22 Bandy IA Legal Fees	
270580		05/03/2022	10272372	05172022	103551	275.00	05/09/2022	INV	PD	3/22 Fire Dept Procedure	
270581		05/03/2022	10272371	05172022	103551	16,991.73	05/09/2022	INV	PD	3/22 Ridenour (CN20) Lega	
270582		05/03/2022	10272368	05172022	103551	7,200.00	05/09/2022	INV	PD	3/22 Ridenour (CN21) Lega	
270583		05/03/2022	10272366	05172022	103551	6,028.62	05/09/2022	INV	PD	3/22 Sapien Legal Fees	
						<b>39,555.35</b>					
13013 LEGADO REDONDO LLC											
20182884B036		05/05/2022	10272518	05172022	103552	35,000.00	05/17/2022	INV	PD	PARTIAL REFUND OVERPAYMEN	
12997 LEIVA, WILLIAM											
E2021-863		04/27/2022	10272215	05172022	103553	295.00	04/27/2022	INV	PD	PERMIT REFUND E2021-863.	
E2021-864		04/27/2022	10272216	05172022	103553	1,444.00	04/27/2022	INV	PD	PERMIT REFUND E2021-864.	

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
E2021-868		04/27/2022	10272214	05172022	103553	583.00	04/27/2022	INV	PD	PERMIT REFUND E2021-868.
	5953 LEXISNEXIS					2,322.00				
3093853217		05/03/2022	10272444	05172022	103554	767.00	05/09/2022	INV	PD	4/22 Monthly Charges
	1887 LIFE ASSIST, INC.									
1199555		04/18/2022	10272251	05172022	103555	100.80	05/17/2022	INV	PD	MEDICAL AID SUPPLIES
1199929		04/19/2022	10272250	05172022	103555	769.98	05/17/2022	INV	PD	MEDICAL AID SUPPLIES
1200232		04/20/2022	10272249	05172022	103555	214.11	05/17/2022	INV	PD	MEDICAL AID SUPPLIES
1200492		04/20/2022	10272248	05172022	103555	24.62	05/17/2022	INV	PD	MEDICAL AID SUPPLIES
1200715		04/21/2022	10272282	05172022	103555	24.62	05/17/2022	INV	PD	MEDICAL AID SUPPLIES
	12775 LINDE GAS & EQUIPMENT INC					1,134.13				
70166888		04/22/2022	10272460	05172022	103556	352.56	05/17/2022	INV	PD	SCBA CYLINDER RENTAL
	10589 LOEWENSTEIN, TODD									
ICAWINSEMTL		05/05/2022	10272583	05172022	103557	70.84	05/05/2022	INV	PD	TLOEWENSTEIN ICA WINTR SE
	6923 LORENSON, DAVID									
04152022		04/15/2022	10272684	05172022	103558	105.00	05/09/2022	INV	PD	LORENSON STIPEND
	13006 LOUKATOS, ELIZABETH									
LOUKATOS2022		05/03/2022	10272362	05172022	103559	139.00	05/03/2022	INV	PD	REFUND 4YPG1102-01 LOUKAT
	1985 LYNN PEAVEY COMPANY									
389002		05/02/2022	10272286	05172022	103560	925.58	05/15/2022	INV	PD	Crime Lab Supplies
	12150 M.S. CONSTRUCTION MANAGEMENT GROUP									
20	4973	04/28/2022	10272676	05172022	103561	1,250,928.91	04/28/2022	INV	PD	RB TRANIST CENTER CONSTRU
	10228 MANLEY, CRISTINA									
041922		05/03/2022	10272440	05172022	103562	324.68	05/09/2022	INV	PD	4/22 C. Manley PD Loss CL
	7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP									
738313		05/03/2022	10272411	05172022	103563	3,327.38	05/09/2022	INV	PD	3/22 J. Carlson Legal Fee
738314		05/03/2022	10272407	05172022	103563	1,322.50	05/09/2022	INV	PD	3/22 Pyle Legal Fees
738315		05/03/2022	10272406	05172022	103563	115.00	05/09/2022	INV	PD	3/22 D. Smith Legal Fees
738316		05/03/2022	10272404	05172022	103563	140.00	05/09/2022	INV	PD	3/22 R. Torres Legal Fees
738317		05/03/2022	10272409	05172022	103563	1,222.20	05/09/2022	INV	PD	3/22 Somboonsook Legal Fe
	2038 MARINE TECH ENGINEERING, INC.					6,127.08				

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

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3696		05/04/2022	10272490	05172022	103564	3,923.60	05/04/2022	INV	PD	PRESSURE WASHED #5 NAV. B	
4387 MARTIN CHEVROLET											
817999		05/02/2022	10272603	05172022	103565	282.76	05/02/2022	INV	PD	W0322 OIL COOLING COILS	
818000		05/02/2022	10272604	05172022	103565	282.76	05/02/2022	INV	PD	W0343 OIL COOLING COILS	
						565.52					
2084 MCCUNE & HARBER, LLP.											
109965		05/03/2022	10272449	05172022	103566	711.58	05/09/2022	INV	PD	3/22 C. Gray Legal Fees	
109968		05/03/2022	10272448	05172022	103566	5,576.52	05/09/2022	INV	PD	3/22 R. Clark Legal Fees	
						6,288.10					
2100 MDE, INC.											
8970		05/02/2022	10272287	05172022	103567	2,894.00	05/02/2022	INV	PD	Adore Maintenance Renewal	
7177 MICHEL & ASSOCIATES, P.C.											
10573TS		05/03/2022	10272417	05172022	103568	440.00	05/09/2022	INV	PD	2/22 D. Barker Legal Fees	
10574TS/7144QB		05/03/2022	10272430	05172022	103568	1,599.65	05/09/2022	INV	PD	2/22 Bradshaw Legal Fees	
10575TS/7146QB		05/03/2022	10272421	05172022	103568	268.35	05/09/2022	INV	PD	2/22 J. Frank Legal Fees	
10576TS/7147QB		05/03/2022	10272426	05172022	103568	901.35	05/09/2022	INV	PD	3/22 S. Friggie Legal Fee	
10577TS		05/03/2022	10272428	05172022	103568	185.00	05/09/2022	INV	PD	2/22 M. Nunez Legal Fees	
10578TS/7145QB		05/03/2022	10272422	05172022	103568	4,965.03	05/09/2022	INV	PD	2/22 O. Quinn Legal Fees	
10579TS		05/03/2022	10272423	05172022	103568	1,700.00	05/09/2022	INV	PD	2/22 General Legal Fees	
						10,059.38					
12334 MINTZ, LEVIN, COHN, FERRIS, GLOVSKY,											
9209484		05/03/2022	10272378	05172022	103569	21,843.05	05/09/2022	INV	PD	2/22 Inverse Condemnation	
9214647		05/03/2022	10272382	05172022	103569	50,973.84	05/09/2022	INV	PD	3/22 Inverse Condemnation	
						72,816.89					
3566 MISSION LINEN & UNIFORM											
295433-0422		05/05/2022	10272536	05172022	103570	3,370.11	05/05/2022	INV	PD	PW UNIFORMS APRIL '22	
2172 MOBILE MINI LLC											
9013858859		05/03/2022	10272715	05172022	103571	139.12	05/09/2022	INV	PD	5/22 RB Homeless Ct Conta	
12730 MORRIS, STEPHANIE											
MORRIS2022		05/05/2022	10272643	05172022	103572	140.00	05/05/2022	INV	PD	REFUND 4YPG1108-04 MORRIS	
10444 MOSS ADAMS LLP											
102287728	5498	05/09/2022	10272711	05172022	103573	3,200.00	05/09/2022	INV	PD	RISK ASSESSMENT ONGOING I	
102287729	5498	05/09/2022	10272712	05172022	103573	700.00	05/09/2022	INV	PD	RISK ASSESSMENT ONGOING I	
						3,900.00					
10834 MVIX											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
INVZ-2004733	5548	05/09/2022	10272657	05172022	103574	5,096.00	05/09/2022	INV	PD	TV DIGITAL SIGNAGE	
2232 NATIONAL EMBLEM, INC.											
397065		05/03/2022	10272429	05172022	103575	524.29	05/03/2022	INV	PD	PATCHES	
11155 NATIONAL TESTING NETWORK											
10243		04/30/2022	10272702	05172022	103576	55.00	05/09/2022	INV	PD	FIREFIGHTER TESTING APRIL	
10875 NEHRENHEIM, NILS											
03302022		05/05/2022	10272570	05172022	103577	93.63	05/05/2022	INV	PD	NNEHRENHEIM REIMBURSEMENT	
05022022REIM		05/05/2022	10272585	05172022	103577	36.13	05/05/2022	INV	PD	NNEHRENHEIM REIMBURSEMENT	
ICAWINT2022NN		05/05/2022	10272579	05172022	103577	158.70	05/05/2022	INV	PD	NNEHRENHEIM ICA WINTR SEM	
						288.46					
4796 OCCU-MED,LTD.											
0422900		03/31/2022	10272700	05172022	103578	2,552.08	05/09/2022	INV	PD	PRE-EMPLOYMENT PHYSICALS-	
0422900.2		03/31/2022	10272701	05172022	103579	346.40	05/09/2022	INV	PD	PRE-EMPLOYMENT PHYSICALS-	
						2,898.48					
10733 OCEAN BLUE ENVIRONMENTAL SERVICES, INC.											
36448	4125	05/03/2022	10272339	05172022	103580	1,153.70	05/03/2022	INV	PD	PROVIDE HAZARDOUS WASTE R	
36470	4125	05/03/2022	10272340	05172022	103580	1,062.99	05/03/2022	INV	PD	PROVIDE HAZARDOUS WASTE R	
						2,216.69					
2324 OFFICE DEPOT											
228110349001		03/03/2022	10272484	05172022	103581	188.06	05/04/2022	INV	PD	OFFICE SUPPLIES	
229551755001		03/16/2022	10270656	05172022	103581	21.77	03/16/2022	INV	PD	Records Office Supplies -	
231113455001		03/10/2022	10272296	05172022	103581	67.08	05/03/2022	INV	PD	MAT	
233020197001		05/02/2022	10272270	05172022	103581	36.85	05/02/2022	INV	PD	OFFICE SUPPLIES	
233562520001		05/02/2022	10272271	05172022	103581	20.28	05/02/2022	INV	PD	OFFICE SUPPLIES	
233657385001		03/23/2022	10272485	05172022	103581	83.27	05/04/2022	INV	PD	STAPLER & WALL MOUNTS FOR	
235068471001		03/18/2022	10272481	05172022	103581	49.64	05/04/2022	INV	PD	STAPLER FOR VIP'S	
235072584001		03/24/2022	10272473	05172022	103581	34.58	05/04/2022	INV	PD	CORK & WHITE BOARD FOR VI	
235166223001		05/03/2022	10272439	05172022	103581	78.51	05/03/2022	INV	PD	OFFICE SUPPLIES	
235841742001		05/03/2022	10272434	05172022	103581	55.88	05/09/2022	INV	PD	3/22 Office Supplies	
236221423001		05/03/2022	10272432	05172022	103581	61.28	05/09/2022	INV	PD	3/22 Office Supplies	
238194827001		05/03/2022	10272435	05172022	103581	74.34	05/09/2022	INV	PD	4/22 Office Supplies	
238277459001		05/03/2022	10272380	05172022	103581	526.04	05/03/2022	INV	PD	PAPER FOR COPIER	
238298135001		05/03/2022	10272436	05172022	103581	115.79	05/03/2022	INV	PD	OFFICE SUPPLIES	
238385909001		05/03/2022	10272442	05172022	103581	191.61	05/03/2022	INV	PD	coin sorting machine for	
238655550001		05/09/2022	10272665	05172022	103581	66.62	05/17/2022	INV	PD	OFFICE SUPPLIES	
239387824001		04/20/2022	10272688	05172022	103585	17.07	05/09/2022	INV	PD	OFFICE DEPOT SUPPLIES APR	
239388047001		04/18/2022	10272679	05172022	103582	8.90	05/09/2022	INV	PD	OFFICE SUPPLIES APRIL 202	
239388048001		04/18/2022	10272680	05172022	103583	79.09	05/09/2022	INV	PD	OFFICE SUPPLIES APRIL 202	
239388051001		04/18/2022	10272681	05172022	103584	148.26	05/09/2022	INV	PD	OFFICE SUPPLIES APRIL 202	
240085007001		05/09/2022	10272663	05172022	103581	44.63	05/17/2022	INV	PD	OFFICE SUPPLIES	
240104739001		05/09/2022	10272664	05172022	103581	12.17	05/17/2022	INV	PD	OFFICE SUPPLIES	
240290771001		05/02/2022	10272272	05172022	103581	132.68	05/02/2022	INV	PD	OFFICE SUPPLIES	
241208124001		05/03/2022	10272394	05172022	103581	44.29	05/03/2022	INV	PD	OFFICE DEPOT - OFFICE SUP	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
241220805001		05/03/2022	10272433	05172022	103581	25.95	05/03/2022	INV	PD	OFFICE SUPPLIES	
7320 OLGUIN, JUAN						2,184.64					
04192022		04/19/2022	10272699	05172022	103586	1,427.49	05/09/2022	INV	PD	COMPUTER LOAN 9516	
10183 ON THE WING FALCONRY											
781059	5368	03/17/2022	10272655	05172022	103587	6,646.20	05/09/2022	INV	PD	FALCONRY SERVICES - WEEK	
781061	5368	05/05/2022	10272656	05172022	103587	8,307.75	05/09/2022	INV	PD	FALCONRY SERVICES - WEEK	
9316 ONWARD ENGINEERING						14,953.95					
6300	4749	05/10/2022	10272730	05172022	103588	920.00	05/10/2022	INV	PD	OnCallTasks.Civil&Traffic	
6334	5423	05/10/2022	10272729	05172022	103588	4,485.00	05/10/2022	INV	PD	STREET REHAB PROJECT CYCL	
6335	4749	05/10/2022	10272731	05172022	103588	3,199.95	05/10/2022	INV	PD	OnCallTasks.Civil&Traffic	
6339	3977	05/10/2022	10272735	05172022	103588	172.50	05/10/2022	INV	PD	Design&ROWSvcs-InglewoodA	
4643 ORION PLASTICS						8,777.45					
25856	5566	05/05/2022	10272563	05172022	103589	15,439.50	05/05/2022	INV	PD	TRASH CAN PLASTIC LINERS	
9648 PACIFIC ARCHITECTURE AND ENGINEERING											
10082-20	5042	05/10/2022	10272732	05172022	103590	10,750.60	05/10/2022	INV	PD	ArchConstrAdmSvcS.Transit	
12794 PAINTER , ZACHARIAH											
MILEAGE042022		04/28/2022	10272224	05172022	103591	51.32	04/28/2022	INV	PD	Z. PAINTER MILEAGE APRIL	
13010 PAUL BLECHNER AS PARENT IN A REPRESENTATIVE											
041822		05/03/2022	10272708	05172022	103592	22,486.26	05/09/2022	INV	PD	4/22 Z. Blechner BI Loss	
13008 PAYBYPHONE TECHNOLOGIES INC.											
INVPBP-HQ-2915		03/31/2022	10272487	05172022	103593	2.16	04/30/2022	INV	PD	CITY TRANSACTION FEE	
INVPBP-HQ-2916		03/31/2022	10272489	05172022	103593	5.04	04/30/2022	INV	PD	WATERFRONT TRANSACTION FE	
12707 PETROSINO, SUE						7.20					
PETROSINO2022		05/03/2022	10272336	05172022	103594	105.00	05/03/2022	INV	PD	REFUND 4TEN1119-04	
11747 PORTOFINO HOTEL & MARINA											
01142022		12/10/2021	10272525	05172022	103595	338.95	01/14/2022	INV	PD	Portofino Invoice 0114202	
05032022		05/03/2022	10272526	05172022	103595	411.80	05/03/2022	INV	PD	Portofino Invoice 0503202	
5485 PORTOFINO HOTEL & YACHT CLUB						750.75					

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

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05032022		05/03/2022	10272598	05172022	103596	881.72	05/09/2022	INV	PD	FUEL #801	
5168 PRIORITY ENGINEERING, INC.											
2022-010	5567	04/28/2022	10272508	05172022	103597	7,800.00	04/28/2022	INV	PD	BICYCLE PLAN IMPLEMENTATI	
4511 PROFORCE LAW ENFORCEMENT											
482165	5513	04/26/2022	10272555	05172022	103598	7,525.54	04/26/2022	INV	PD	PD Rifles and Optics (16)	
12198 PUB CONSTRUCTION, INC.											
003	5518	05/10/2022	10272736	05172022	103599	94,873.62	05/10/2022	INV	PD	PIER RESTROOMS IMPROVEMEN	
5029 QUEST TAEKWONDO											
WINTER2022		05/09/2022	10272725	05172022	103600	252.00	05/09/2022	INV	PD	WINTER2022 3YPG0602 QUEST	
12257 RACE COMMUNICATIONS											
RC640635-03012022		05/05/2022	10272584	05172022	103601	3,258.60	05/05/2022	INV	PD	ISP NETWORK SVS	
RC672156		05/02/2022	10272333	05172022	103601	3,360.01	05/02/2022	INV	PD	ISP NETWORK	
						6,618.61					
8230 RAYNE WATER SYSTEMS											
6170		05/09/2022	10272724	05172022	103602	131.00	05/09/2022	INV	PD	FS2 WATER SOFTENER 3/1-3/	
6223		05/10/2022	10272737	05172022	103602	131.00	05/10/2022	INV	PD	FS2 WATER SOFTENER APRIL	
6277		05/09/2022	10272723	05172022	103602	131.00	05/09/2022	INV	PD	FS2 WATER SOFTENER 5/1-5/	
						393.00					
11255 RED SECURITY GROUP, LLC											
75426		05/04/2022	10272465	05172022	103603	1,035.72	05/04/2022	INV	PD	SERVICES DONE ON 4/13/22	
11539 REDONDO BEACH TRAVEL AND TOURISM											
03/22DISB		05/11/2022	10272765	05172022	103604	74,461.27	05/11/2022	INV	PD	03/22 RBTMD DISB	
9116 REGAN, BRIAN											
01082022		01/08/2022	10272697	05172022	103605	400.00	05/09/2022	INV	PD	MEDICAL UNIT LEADER	
9637 REGIONAL TAP CENTER											
041822		04/18/2022	10271773	05172022	103606	189.44	04/18/2022	INV	PD	TAP Monthly Statement/Inv	
6016020		04/18/2022	10271776	05172022	103606	42.00	04/18/2022	INV	PD	TAP EZ Pass for Public	
6016147		04/18/2022	10271775	05172022	103606	50.00	04/18/2022	INV	PD	TAP Invoice Metro 30Day E	
						281.44					
12044 RENDELL, BRAD											
04242022		04/24/2022	10272599	05172022	103607	40.00	05/09/2022	INV	PD	UNDERWATER MAINTENANCE UN	
13005 REYKOWSKI, ANNA KATHARINA											

# CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
REYKOWSKI2022		05/03/2022	10272335	05172022	103608	200.00	05/03/2022	INV	PD	REFUND 1SUM0300-06 REYKOW	
2685 RICHARDS, WATSON & GERSHON											
236602		05/03/2022	10272401	05172022	103609	1,560.00	05/09/2022	INV	PD	3/22 Issues Relating To A	
236603		05/03/2022	10272385	05172022	103609	260.00	05/09/2022	INV	PD	3/22 Pipeline Franchise I	
236604		05/03/2022	10272395	05172022	103609	2,730.00	05/09/2022	INV	PD	3/22 NPDES Seaside Lagoon	
236605		05/03/2022	10272383	05172022	103609	3,094.00	05/09/2022	INV	PD	3/22 Utility Users' Tax-V	
236606(B)		05/03/2022	10272389	05172022	103609	4,009.00	05/09/2022	INV	PD	3/22 Muni Code/City Chart	
236607		05/03/2022	10272384	05172022	103609	46.80	05/09/2022	INV	PD	3/22 LA MS4 Permit Petiti	
236609		05/03/2022	10272398	05172022	103609	910.00	05/09/2022	INV	PD	3/22 Heritage Pointe Seni	
236610		05/03/2022	10272387	05172022	103609	1,077.29	05/09/2022	INV	PD	3/22 CEQA Challenge Again	
						13,687.09					
2734 ROOTX											
68605	5578	05/03/2022	10272415	05172022	103610	5,536.00	05/03/2022	INV	PD	PURCHASE ROOT CONTROL PRO	
3031 SC FUELS											
IN-0000041642	5584	05/06/2022	10272651	05172022	103611	33,360.12	05/06/2022	INV	PD	7,000 GALLONS UNLEADED FU	
8595 SCOTT ROBINSON CHRYSLER, DODGE, JEEP, RAM											
335430		05/02/2022	10272264	05172022	103612	342.79	05/02/2022	INV	PD	W0648-19 JUMPER WIRING	
6612 SEEDS OF JOY VILLAGE, INC.											
MAY2022		04/29/2022	10272252	05172022	103613	5,992.00	04/29/2022	INV	PD	MAY2022 SEEDS OF JOY 5YPG	
11774 SHAFER, MARIA											
2022-010		05/09/2022	10272703	05172022	103614	425.00	05/09/2022	INV	PD	PLANNING MEETING MINUTES	
8719 SHEYBANI, KERRI											
SPRING2022		05/05/2022	10272533	05172022	103615	1,232.00	05/05/2022	INV	PD	SPRING2022 4APG0605 YOGA	
8622 SHOETERIA											
0033077-IN		05/06/2022	10272653	05172022	103616	280.85	05/06/2022	INV	PD	SAFETY BOOTS ROY LACY-FY	
8931 SIGNAL ATTORNEY SERVICE, INC.											
043022		05/03/2022	10272445	05172022	103617	230.00	05/09/2022	INV	PD	Services Rendered From 04	
5210 SIRSIDYNIX											
INV10384		04/26/2022	10272329	05172022	103618	1,085.50	05/03/2022	INV	PD	PROJECT MANAGEMENT CONSUL	
2928 SMITH PAINT AND SUPPLY, INC.											
871155		05/06/2022	10272646	05172022	103619	190.73	05/06/2022	INV	PD	SUPPLIES FOR SIGN SHOP-RE	

# CITY OF REDONDO BEACH



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2942 SNEED, SHANNON										
04202022		04/20/2022	10272658	05172022	103620	1,500.00	05/09/2022	INV	PD	FOUDATION OF PA AND ETHOS
12563 SOCAL PPE LLC										
4068		04/28/2022	10272283	05172022	103621	328.50	05/17/2022	INV	PD	04/27-05/26/22 TURNOUT RE
11214 SOUTH BAY CENTER SPE, LLC										
042922		05/02/2022	10272288	05172022	103622	3,083.53	05/02/2022	INV	PD	South Bay Galleria Transi
11210 SOUTH BAY FLEET SPECIALIST										
20774		05/02/2022	10272605	05172022	103623	2,125.57	05/02/2022	INV	PD	WO647-18 BUMBER REPAIR
2990 SOUTH BAY FORD										
381499		05/02/2022	10272259	05172022	103624	96.06	05/02/2022	INV	PD	WO672-17 HEATER HOSE
382381		05/02/2022	10272474	05172022	103624	159.47	05/02/2022	INV	PD	WO672-17
382762		05/02/2022	10272606	05172022	103624	46.81	05/02/2022	INV	PD	WO602-15 WASHER HOSE KIT
509524		05/02/2022	10272472	05172022	103625	552.40	05/02/2022	INV	PD	WO661-17 MOTOR AND FAN AS
						854.74				
9634 SOUTH BAY LANDSCAPING, INC.										
20632		05/03/2022	10272370	05172022	103626	1,392.00	05/03/2022	INV	PD	LANDSCAPE @ HARBOR APRIL
20633		05/03/2022	10272367	05172022	103626	1,200.00	05/03/2022	INV	PD	HARBOR MONTHLY LANDSCAPE
						2,592.00				
3016 SOUTHERN CALIFORNIA EDISON										
700062436318-4-14		05/03/2022	10272293	05172022	103627	7,328.72	05/03/2022	INV	PD	TORRANCE BLVD., INTNAL BO
700062474209-4-18		05/03/2022	10272300	05172022	103627	3,020.24	05/03/2022	INV	PD	BLOSSOM-CARNEGIE-FLAGLER
700165291478-4-14		05/03/2022	10272479	05172022	103627	302.35	05/03/2022	INV	PD	YACHT CLUB WAY
700354269811-4-29		05/03/2022	10272488	05172022	103627	967.66	05/03/2022	INV	PD	1521 1/2 KINGSDALE
700464670763-4-27-22		05/03/2022	10272551	05172022	103627	1,121.43	05/03/2022	INV	PD	NELSON
700470178747-4-18		05/03/2022	10272299	05172022	103627	1,655.43	05/03/2022	INV	PD	NELSON - GRANT - MATTHEWS
700635098046-4-29		05/03/2022	10272501	05172022	103627	356.80	05/03/2022	INV	PD	1850 KINGSDALE
						14,752.63				
12835 SPOHN RANCH INC										
RB002	5541	04/28/2022	10272668	05172022	103628	28,500.00	04/28/2022	INV	PD	CITYWIDE SKATE FACILITIES
3070 STANDARD INSURANCE										
APRIL 2022		04/01/2022	10272717	05172022	103629	10,254.88	05/09/2022	INV	PD	APRIL 2022 EAP, BASIC, LI
9644 STEAMX, LLC										
62453		05/02/2022	10272258	05172022	103630	14.42	05/02/2022	INV	PD	WO218 WATER FILTER
12898 STRIVE DESIGN INC										

# CITY OF REDONDO BEACH



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84590		05/03/2022	10272345	05172022	103631	57.21	05/03/2022	INV	PD	jacket deckers
e 84409		05/03/2022	10272343	05172022	103631	120.18	05/03/2022	INV	PD	polo shirt litchman
e 84466		05/03/2022	10272344	05172022	103631	45.17	05/03/2022	INV	PD	polo shirt hoffman
e 84468		05/03/2022	10272342	05172022	103631	118.81	05/03/2022	INV	PD	evelo polo
12482 SUNNY SLOPE TREES						341.37				
0188242-CM		05/10/2022	10272757	05172022	103632	-525.60	05/10/2022	CRM	PD	CREDIT MEMO-TREE PURCHASE
0188242-IN		05/10/2022	10272756	05172022	103632	2,658.01	05/10/2022	INV	PD	TREE PURCHASE
12748 SWA GROUP						2,132.41				
189931	5413	04/25/2022	10272652	05172022	103633	29,089.37	05/09/2022	INV	PD	WATERFRONT AMENITIES PLAN
7402 SWRCB FEES										
WD0196919		05/09/2022	10272713	05172022	103634	20,224.00	05/09/2022	INV	PD	SSL WATERBOARDS INDEX4711
11511 TAGGART, ALICIA										
03242022		03/24/2022	10272716	05172022	103635	343.00	05/09/2022	INV	PD	FITNESS REIMBURSEMENT 09/
11764 THE CHUKA FAMILY TRUST										
05032022		05/04/2022	10272457	05172022	103636	21,172.66	05/04/2022	INV	PD	ARTESIA BLVD RENT PER LEA
9019 THOMSON REUTERS - WEST										
846369882		05/03/2022	10272710	05172022	103637	1,796.53	05/09/2022	INV	PD	5/22 Monthly Charges/CA C
71 TIME WARNER CABLE										
0044044042522		05/02/2022	10272318	05172022	103638	344.10	05/02/2022	INV	PD	RBPD CABLE TV
0060500042522		05/02/2022	10272319	05172022	103638	113.87	05/02/2022	INV	PD	CABLE TV
0962656042522		05/02/2022	10272315	05172022	103638	279.38	05/02/2022	INV	PD	DARK FIBER
119992001042222		05/02/2022	10272321	05172022	103639	939.92	05/02/2022	INV	PD	NETWORK SERVICES
11361 TIREHUB, LLC						1,677.27				
26708209		05/02/2022	10272265	05172022	103640	1,495.76	05/02/2022	INV	PD	STOCK PD TIRES
26838845		05/02/2022	10272273	05172022	103640	444.96	05/02/2022	INV	PD	W0002-07 TIRES
26897031		05/02/2022	10272482	05172022	103640	381.35	05/02/2022	INV	PD	STOCK CAR TIRES
3216 TODDCO SWEEPING CO						2,322.07				
34733		05/01/2022	10272575	05172022	103641	452.00	05/05/2022	INV	PD	PARKING STRUCTURE CLEANIN
3217 TOLL ROADS VIOLATION DEPT.										
604764099		03/30/2022	10271886	05172022	103642	4.16	04/29/2022	INV	PD	TOLL ROADS INVOICE 604764

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12915 TORO ENTERPRISES INC										
TORO #2	5545	04/28/2022	10272231	05172022	103643	402,389.60	04/28/2022	INV	PD	ALTA VISTA PUMP STATION P
3225 TORRANCE AUTO PARTS										
2280-0322	5574	05/03/2022	10272377	05172022	103644	10,917.09	05/03/2022	INV	PD	MARCH AUTO PARTS PURCHASE
7130 TORRANCE AUTO REPAIR										
0173746		05/02/2022	10272262	05172022	103645	486.97	05/02/2022	INV	PD	WO402 REMOVE AND REPLACE
13001 TRESSEL, DAVID										
WARRANT REQUEST		04/27/2022	10272358	05172022	103646	113.00	05/09/2022	INV	PD	REFUND
3261 TURF STAR INC										
7223699-00		05/02/2022	10272274	05172022	103647	313.13	05/02/2022	INV	PD	WO297-13 SEATBELT
7224147-00		05/02/2022	10272476	05172022	103647	981.10	05/02/2022	INV	PD	WO297-13 AIR COMPRESSOR F
						1,294.23				
3273 U.S. ARMOR CORPORATION										
37100		05/03/2022	10272425	05172022	103648	895.05	05/03/2022	INV	PD	BALLISTIC VEST JOSHUA LEE
37129		05/03/2022	10272419	05172022	103648	897.88	05/03/2022	INV	PD	BALLISTIC VEST FRAME
						1,792.93				
3281 UC REGENTS										
3013-147		05/01/2022	10272284	05172022	103649	3,137.91	05/17/2022	INV	PD	05/22 Rbfd CE/QI SERVICES
3283 ULINE										
145711623		05/03/2022	10272455	05172022	103650	201.85	05/03/2022	INV	PD	LABELS FOR PRINTER
147277449		05/03/2022	10272454	05172022	103650	149.37	05/03/2022	INV	PD	BIN STORAGE
						351.22				
3285 UNDERGROUND SERVICE ALERT										
420220561		04/28/2022	10272331	05172022	103651	249.25	04/28/2022	INV	PD	MONTHLY DB MTCE FEE & 145
3300 UNITED PARCEL SERVICE										
0000889114052		01/29/2022	10272297	05172022	103652	56.24	05/03/2022	INV	PD	POSTAGE
5332 UNITED RENTALS NORTHWEST, INC.										
185398016-022		05/03/2022	10272446	05172022	103653	175.20	05/09/2022	INV	PD	4/22 RB Homeless Ct Porta
204791399-001		04/06/2022	10272301	05172022	103653	573.64	05/17/2022	INV	PD	FORKLIFT RENTAL FOR AIR C
						748.84				
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.										
114-13053399		05/03/2022	10272396	05172022	103654	21.90	05/03/2022	INV	PD	TEMP FENCING 545 N. GERTR

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
114-13055666		05/03/2022	10272390	05172022	103654	1,159.91	05/03/2022	INV	PD	HOMELESS SHELTER PORTABLE
6443 URBAN GRAFFITI ENTERPRISES, INC.						1,181.81				
RED22202	5445	02/28/2022	10272554	05172022	103655	4,050.00	04/30/2022	INV	PD	Urban Graffiti Annual Con
RED22203	5445	03/31/2022	10272553	05172022	103655	4,050.00	04/03/2022	INV	PD	Urban Graffiti Annual Con
13011 VENICE FAMILY CLINIC						8,100.00				
030122		05/09/2022	10272682	05172022	103656	542.00	05/09/2022	INV	PD	CDBG MARCH 2022
3621 VERIZON WIRELESS										
9903074346		05/05/2022	10272543	05172022	103657	3,821.55	05/05/2022	INV	PD	PD CELLPHONE CHARGES
9904068480		04/12/2022	10272524	05172022	103657	253.72	04/12/2022	INV	PD	Verizon Wireless 99040684
9904068481		05/02/2022	10272278	05172022	103657	230.74	05/02/2022	INV	PD	CHRIS BENSON CELL PHONE M
9904428987		05/02/2022	10272280	05172022	103657	1,294.64	05/02/2022	INV	PD	FIRE IPADS
12710 VILLAGE VIEW ESCROW INC						5,600.65				
810811377		05/02/2022	10272529	05172022	103658	133.00	05/17/2022	INV	PD	REFUND BLD RPT FEE PROPER
8802 VISION SERVICE PLAN										
814953947		04/19/2022	10272678	05172022	103660	971.14	05/09/2022	INV	PD	VSP RETIREES MAY 2022
814953950		04/19/2022	10272677	05172022	103659	4,145.84	05/09/2022	INV	PD	VSP ACTIVES
13012 VISTA SOTHEBY'S INTERNATIONAL REALTY						5,116.98				
812931987		05/02/2022	10272527	05172022	103661	130.00	05/17/2022	INV	PD	REFUND DUPLICATE BLD RPT
11246 VISUAL LEASE										
7090		03/20/2022	10272648	05172022	103662	3,932.50	05/09/2022	INV	PD	ANNUAL SOFTWARE SUBSCRIPT
13020 WALKER, LAURIE										
WALKER2022		05/09/2022	10272726	05172022	103663	380.00	05/09/2022	INV	PD	REFUND 1SUM0326-01 CC WAL
3392 WALTERS WHOLESale ELECTRIC CO.										
S119078232.001		05/04/2022	10272502	05172022	103664	2,587.31	05/04/2022	INV	PD	ELECTRICAL SUPPLIES-STREE
S119186378.001		05/05/2022	10272530	05172022	103664	1,529.71	05/05/2022	INV	PD	STREETS LIGHTING SUPPLIES
7193 WATERMAN SUPPLY COMPANY, INC.						4,117.02				
152567		05/05/2022	10272534	05172022	103665	2,811.42	05/05/2022	INV	PD	BUILDING MAINTENANCE SUPP
3408 WAXIE SANITARY SUPPLY										

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
80842016		05/02/2022	10272256	05172022	103666	306.69	05/02/2022	INV	PD	BUILD MAINT CLEANING SUPP	
80855449		05/02/2022	10272257	05172022	103666	980.81	05/02/2022	INV	PD	PARKS CLEANING SUPPLIES	
80858987		05/02/2022	10272254	05172022	103666	139.50	05/02/2022	INV	PD	BUILD MAINT CLEANAING SUPP	
80872657		05/02/2022	10272609	05172022	103666	4,444.99	05/02/2022	INV	PD	PIER CLEANING SUPPLIES	
3421 WEST COAST ARBORISTS INC						5,871.99					
185078	5070	05/05/2022	10272636	05172022	103667	420.00	05/05/2022	INV	PD	PROVIDE TREE TRIMMING SER	
185081	5457	05/05/2022	10272637	05172022	103667	16,112.00	05/05/2022	INV	PD	PROVIDE TREE TRIMMING SER	
9128 WEST COAST LIGHTS & SIRENS, INC.						16,532.00					
22464		05/03/2022	10272418	05172022	103668	267.68	05/03/2022	INV	PD	DURANGO DASH MOUNT	
22501		05/03/2022	10272416	05172022	103668	138.89	05/03/2022	INV	PD	HAVIS KEYBOARD MOUNT	
22503		05/03/2022	10272414	05172022	103668	97.10	05/03/2022	INV	PD	SEAT BELT KIT	
10426 WEST MARINE PRO						503.67					
007053		05/04/2022	10272602	05172022	103669	245.11	05/09/2022	INV	PD	TOOLS/EQUIP 801	
009627		04/30/2022	10272601	05172022	103669	71.46	05/09/2022	INV	PD	TOOLS/EQUIP 801	
13017 WESTERN TRUCK EXCHANGE						316.57					
693967		05/02/2022	10272608	05172022	103670	298.69	05/02/2022	INV	PD	W0326 HOSES	
3440 WESTNET INC.											
27044	5210	05/02/2022	10272276	05172022	103671	29,977.19	05/02/2022	INV	PD	FIRST-IN ALERTING PLATFOR	
11849 WINDWILD GROUP											
5-04272022		05/03/2022	10272357	05172022	103672	101.00	05/03/2022	INV	PD	PACIFIC CLAY GRAY MODULAR	
13003 ZARP, LORETTA											
ZARP2022		05/03/2022	10272360	05172022	103673	139.00	05/03/2022	INV	PD	REFUND 4YPG1101-01 ZARP20	
4049 ZIP REPORTS											
52705220427		05/09/2022	10272667	05172022	103674	42.75	05/17/2022	INV	PD	Reports Ordered April 202	
						42.75					
440 INVOICES						2,999,558.88					

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



# Administrative Report

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H.5., File # 22-4028

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL  
**From:** JENNIFER PAUL, FINANCE DIRECTOR

**TITLE**

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE A TRANSIT CENTER USE AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF LAWDALE IN THE AMOUNT OF ONE DOLLAR PER YEAR FOR THE TERM JULY 1, 2022 TO DECEMBER 31, 2027.
2. APPROVE AN AGREEMENT WITH SOUTHERN CALIFORNIA EDISON COMPANY FOR EXTENSION OF ELECTRIC LINES AND SERVICE FOR TRAFFIC SIGNALS AT THE INTERSECTION OF TORRANCE BOULEVARD AND FRANCISCA AVENUE AT 304 ½ S. FRANCISCA AVENUE IN AN AMOUNT NOT TO EXCEED \$1,237.14 EFFECTIVE MAY 17, 2022 UNTIL COMPLETED.
3. APPROVE AN AGREEMENT WITH THALES CONSULTING, INC. FOR PREPARATION AND FILING OF REPORTS REQUIRED BY THE CALIFORNIA STATE CONTROLLER'S OFFICE IN AN AMOUNT NOT TO EXCEED \$16,800 FOR THE TERM MAY 17, 2022 TO MAY 16, 2026.
4. APPROVE AN AGREEMENT WITH FIFTH ASSET, INC. DBA DEBTBOOK FOR LEASE MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES TO ASSIST THE CITY WITH COMPLIANCE TO THE NEW ACCOUNTING STANDARDS FOR LEASES REQUIRED BY GASB 87 IN THE AMOUNT OF \$8,775 FOR THE TERM MAY 17, 2022 TO MAY 16, 2023.

**EXECUTIVE SUMMARY**

Approve Contracts Under \$35,000

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

Contracts, Signatures and Insurance



# Administrative Report

H.5., File # 22-4028

Meeting Date: 5/17/2022

**To:** MAYOR AND CITY COUNCIL  
**From:** JENNIFER PAUL, FINANCE DIRECTOR

## TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE A TRANSIT CENTER USE AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF LAWNSDALE IN THE AMOUNT OF ONE DOLLAR PER YEAR FOR THE TERM JULY 1, 2022 TO DECEMBER 31, 2027.
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## EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

## **APPROVED BY:**

*Mike Witzansky, City Manager*

## ATTACHMENTS

Contracts, Signatures and Insurance

**REDONDO BEACH TRANSIT CENTER USE AGREEMENT BETWEEN  
THE CITY OF REDONDO BEACH AND THE CITY OF LAWDALE**

THIS REDONDO BEACH TRANSIT CENTER USE AGREEMENT (this “Agreement”) is entered into between the City of Redondo Beach, a chartered municipal corporation (“City”) and the City of Lawndale, a general law city (“Lawndale Transit”) with reference to the following:

**RECITALS**

WHEREAS, the City owns the Redondo Beach Transit Center (“Transit Center”), currently located at 1850 Kingsdale Avenue in the City of Redondo Beach; and

WHEREAS, Lawndale Transit desires to use the Transit Center for vehicle passenger loading, unloading and layover.

NOW THEREFORE, the parties agree as follows:

1. Definitions.
  - a. “Transit Center” includes the Building, Common Area and the Bus Concourse Area.
  - b. “Common Area” includes the waiting area, breakroom, and restroom facilities of the Transit Center.
  - c. “Bus Concourse Area” includes the bus driveways, bus boarding areas and bus bays.
2. Use Area. The City grants Lawndale Transit the non-exclusive right to use the bus bay assignment as described in Exhibit A, which is attached hereto and by this reference incorporated herein, which is within the Bus Concourse Area and the Common Area of the Transit Center.
3. Term. The term of the Agreement shall commence on July 1, 2022 and shall expire on December 31, 2027.
4. Rent. For the entire term the annual rent shall be the sum of One Dollar (\$1.00) payable to the City on the first day of each year. Notwithstanding the foregoing, rent for the first year shall be paid on the date this Agreement is effective as provided in section 3 of this Agreement.
5. Use. During the term of the Agreement, Lawndale Transit shall use the Use Area for passenger loading, unloading and layover facilities. Lawndale Transit shall not perform vehicle repairs or maintenance in the Use Area except in an emergency.
6. Repairs, Maintenance and Utilities. City shall pay for utilities, janitorial service, supplies, security, maintenance and repairs to the Use Area during the term of this Agreement. Notwithstanding the foregoing, Lawndale Transit shall repair or replace any damage to the Transit Center caused by the operation of its vehicles. The City shall not be liable for any injury or damage that may be suffered by Lawndale Transit in the event

of the failure of the City to perform this covenant, or in the event the Transit Center is rendered unusable for any reason for any length of time.

7. Destruction, Partial Destruction or Necessity to Repair. The City shall have no obligation to reconstruct the Transit Center or any portion thereof in the event of destruction or partial destruction of the Transit Center. The City, in its sole discretion, may reconstruct or repair the Transit Center, whereupon this Agreement shall remain in full force and effect. In the event the City, in its sole discretion, determines not to reconstruct or repair the Transit Center, either party may terminate this Agreement without liability to the other party. Notwithstanding any other provisions of the Agreement, City shall not be responsible for repair and restoration of Lawndale Transit's personal property located in or on the Transit Center in the event of damage to or destruction of such property except to the extent such damage is the result of City's gross negligence or willful misconduct.
  
8. Indemnification. To the fullest extent permitted by law, Lawndale Transit shall indemnify and hold harmless the City and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation, attorney's fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise, directly or indirectly, out of Lawndale Transit's use of the Use Area or by reason of injury, death or damage to person or property sustained in, on, or by the vehicles, equipment or employees of Lawndale Transit, or in any manner arising out of the operations, acts or omissions of Lawndale Transit, its agents, servants or employees, or its failure to comply with any current or prospective law, except to the extent such loss or damage was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  
9. Insurance. Without limiting Lawndale Transit's indemnification obligations under this Agreement, Lawndale Transit shall procure and maintain for the duration of this Agreement 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 Lawndale Transit, its agents, representatives, employees or subcontractors as described herein.  
  
Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  - b. Insurance Services Office form number CA 0001 (ED. 1/87) covering Automobile Liability, code 1 (any auto).
  - c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
  
10. Minimum Limits of Insurance. Lawndale Transit shall maintain limits no less than:
  - a. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and

- property damage. The general aggregate limit shall apply separately to this project/location.
- b. Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.
  - c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
11. Deductible and Self-Insured Retentions. Any deductibles or self-insured 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) Lawndale Transit shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
12. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:
- a. Additional Insured Endorsement, General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insured with respect to liability arising out of work or operations performed by or on behalf of Lawndale Transit including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Lawndale Transit's insurance, or as a separate owner's policy.
  - b. Additional Insured Endorsement, Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Lawndale Transit.
  - c. For any claims related to this project, Lawndale Transit'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 Lawndale Transit's insurance and shall not contribute with it.
  - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  - e. 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 coverage afforded shall apply as though separate policies had been issued to each insured.
  - f. 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 Lawndale Transit's part.

14. Acceptability of insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.
15. Verification of Coverage. Lawndale Transit shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Agreement. 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 are to 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 these endorsements effecting the coverage required by these specifications at any time.
16. Subcontractors. Lawndale Transit shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
17. Risk Management. Lawndale Transit 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.
18. Vending. The City only shall have the right to place vending machines and lockers anywhere in the Transit Center. City alone shall be entitled to all income derived therefrom.
19. Signs. The City only shall have the right to place signs in the Transit Center. The City shall install such signs as are necessary for the convenience of the public and common carriers using the Transit Center.
20. Advertising. The City shall allow, in conjunction with other common carriers using the Use Area, Lawndale Transit to use available space in the Transit Center display cases to display advertising and other informational material relating to its transit operations. All displays, advertising and informational materials must be approved by the City prior to placement.
21. Termination. City and Lawndale Transit shall have the right to terminate this Agreement without cause, by giving 30 days' written notice. The termination shall be effective on the thirtieth day after the non-terminating party's receipt of such notice.
22. Compliance with Laws. During the term of this Agreement, the City and Lawndale Transit shall promptly execute and comply with all orders and requirements imposed by the Board of Health and Police Department, and all Federal, State, County and City statutes, ordinances, regulations, laws or other requirements concerning environmental

protection, or other matters applicable to the occupancy of or operation in the Transit Center.

23. Condemnation. If any part of the Transit Center is taken under the power of eminent domain or sold under the threat of the exercise of said power, this agreement shall terminate as of the date the condemning authority takes title or possession, whichever occurs first. All condemnation proceeds shall be the sole property of the City.
24. Severance. Should any provisions of this Agreement be found invalid or unenforceable, the decision shall affect only the provisions so interpreted, and all remaining provisions shall remain enforceable.
25. Discrimination. No person shall, on the grounds of race, color, religion, national origin, ancestry, or sex be excluded from participation in, be denied of, or be subject to discrimination under this program.
26. Notices. Written notices to each party shall be given by registered or certified mail, prepaid and addressed to or personally served on:

To City:

City of Redondo Beach  
Community Services Department  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Joyce Rooney, Transit Manager

To Lawndale Transit:

City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260  
Attention: Sean M. Moore, City Manager

27. Integration. This Agreement supersedes any and all previous oral and written agreements between the City, its agents or representatives, and Lawndale Transit, and its agents or representatives. This Agreement also constitutes the whole and final agreement between the parties regarding the subject matter of this Agreement. Any subsequent modifications to this Agreement must be by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of May, 2022.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

CITY OF LAWNSDALE,  
a general law city

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William C. Brand  
Mayor

---

Robert Pullen-Miles  
Mayor

ATTEST:

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Eleanor Manzano  
City Clerk

---

Erica Harbison  
City Clerk

APPROVED AS TO FORM:

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Michael Webb  
City Attorney

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Gregory M. Murphy  
City Attorney

## **EXHIBIT A**

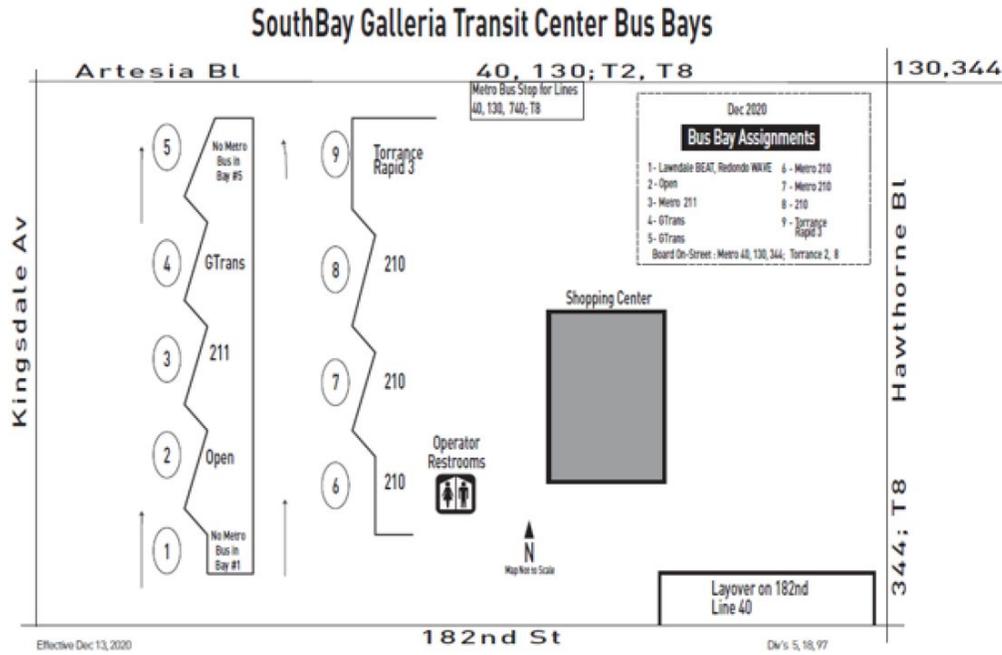
### **TRANSIT CENTER**

The City owns the Transit Center; which is currently located at 1850 Kingsdale Avenue, Redondo Beach, California. A map describing the Transit Center is attached hereto and by this reference incorporated herein. During the term of the Agreement, the City will continue construction of a new Transit Center which will be relocated to 1521 Kingsdale Avenue in the City

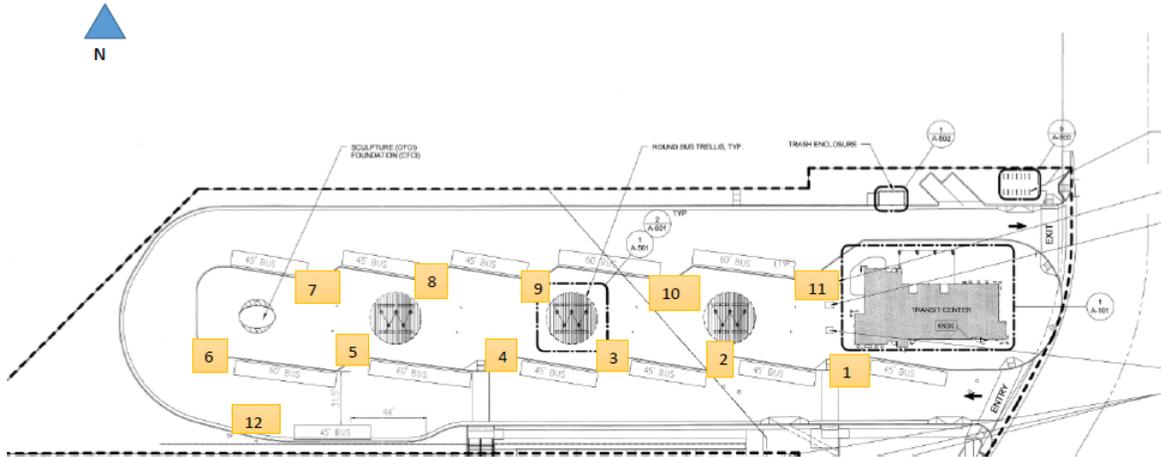
#### Transit Center Bus Bay Assignments

Lawndale Transit shall use bus bay number 1, at the 1850 Kingsdale location. The new bus bay assignment for the new Transit Center at 1521 Kingsdale Avenue will be bus bay number 1. City will meet with Lawndale Transit to discuss any future reassignments of the bus bays. City will then subsequently give Lawndale Transit written notice of the new bus bay assignments.

RBTC  
 Galleria Bus Bay Assignments  
 December 2020



**Redondo Beach Transit Center**  
**1521 Kingsdale Ave**  
**Redondo Beach, CA 90278**



**Proposed Bus Bay Assignments February 2022**

1	Lawndale Beat
2	BCT
3	Metro
4	Metro

5	Metro
6	Metro
7	GTrans
8	GTrans

9	Torrance Transit
10	Metro
11	Metro
12	Layover

Prepared by Joyce Rooney, [joyce.rooney@redondo.org](mailto:joyce.rooney@redondo.org), November 2021

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of May, 2022.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

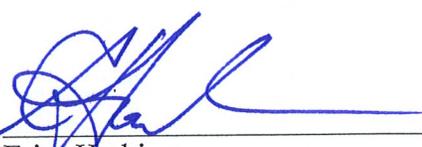
CITY OF LAWNSDALE,  
a general law city

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

  
\_\_\_\_\_  
Robert Pullen-Miles  
Mayor

ATTEST:

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

  
\_\_\_\_\_  
Erica Harbison  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Webb  
City Attorney

  
\_\_\_\_\_  
Gregory M. Murphy  
City Attorney



An EDISON INTERNATIONAL® Company

Southern California Edison Company

505 MAPLE AVENUE  
TORRANCE CA 90503

REDONDO BEACH, CITY OF  
415 DIAMOND ST  
REDONDO BEACH CA 90277

<b>Document #</b>	7590421126
<b>Invoice Date:</b>	03/28/2022
<b>SCE Contact:</b>	Isaac Gomez
<b>Telephone:</b>	
<b>Install - Billing Option:</b>	SCE INSTALL - DISCOUNT

Description	Amount
Service Request Number: 3100468 Project:  304 1/2 FRANCISCA AVE REDONDO BEACH CA 90277	
<b>Invoice #</b> 462890	
Item # 489600 Product: 1924227 - LINE EXTENSION Design #: 1460262	\$1,237.14
Previous Payment <b>COMMENTS:</b> * Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records. * ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER. * All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable. * Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope. * For the Refundable and Discount Option appendices, choose only one option. Sign "Has Chosen" on the appropriate option and sign "Has Not Chosen" on the other option. Only sign each form once. Return both forms in the enclosed self-addressed envelope. * If a street light work order is associated with this project, contracts for that project will be enclosed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance * Call the Edison company at 1-800-655-4555 to make application for electrical service. * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service. * By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion. * Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer. * To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage. * If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.	\$0.00

**TOTAL PROJECT INVOICE AMOUNT: \$ 1,237.14**



An EDISON INTERNATIONAL® Company  
Southern California Edison Company

505 MAPLE AVENUE  
TORRANCE CA 90503

REDONDO BEACH, CITY OF  
415 DIAMOND ST  
REDONDO BEACH CA 90277

<b>Document #</b>	7590421126
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<b>Invoice Date:</b>	03/28/2022
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<b>SCE Contact:</b>	Isaac Gomez
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<b>Telephone:</b>	
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<b>Install - Billing Option:</b>	SCE INSTALL - DISCOUNT
----------------------------------	------------------------

Description	Amount
Service Request Number: 3100468 Project:  304 1/2 FRANCISCA AVE REDONDO BEACH CA 90277	
<b>Invoice #</b> 462890	

ADDITIONAL PAYMENT INSTRUCTIONS:

**If paying by check, please follow instructions on payment stub**

**Instructions for wire or ACH payments:**

JP Morgan Chase Bank  
New York, NY  
ABA#: 021000021 - Acct#: 323-394434  
SCE Taxpayer ID No. 95-1240335  
SCE Contact: Isaac Gomez  
Document #: 7590421126

**\*\*\* Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project**

**Special Instructions for overnight delivery methods:**

Southern California Edison  
Attn: Accounts Receivable  
8631 Rush Street G-53  
Rosemead, CA 91770

Please detach and return payment stub with payment

**Payment Stub**

Please pay total amount now due:



\$ 1,237.14

**Document #** 7590421126

Thank you for paying promptly  
Make check payable to Southern California Edison

REDONDO BEACH, CITY OF  
415 DIAMOND ST  
REDONDO BEACH CA 90277

ATTN: Accounts Receivable  
PO Box 800  
Rosemead, CA 91771-001

APPENDIX A - DISCOUNT OPTION  
ELECTRIC LINE EXTENSION AGREEMENT

LOC.	W.O.	A.I. LINE EXTENSION	JOB #	1924227
<b>1. SCE RULE 16 COST TO SERVE</b>				
	(A)	SCE RULE 16 COST TO SERVE		\$663.35
	(B)	LESS APPLICANT ALLOWANCES		\$11,412.03
	(C)	EXCESS RULE 16 COST TO SERVE (LINE 5. (A))		\$0.00
	(D)	EXCESS ALLOWANCES TO (LINE 2.)		\$10,748.68
<hr/>				
<b>SCE COST TO SERVE RULE 15</b>				
	(E)	OVERHEAD 0 FEET X \$0.00 UNIT COST		\$0.00
	(F)	UNDERGROUND 0 FEET X \$0.00 UNIT COST		\$0.00
	(G)	PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)		\$1,399.34
	(H)	TOTAL SCE RULE 15 COST TO SERVE		\$1,399.34
<hr/>				
<b>2. APPLICANT ALLOWANCES (FROM LINE 1. (D))</b>				\$10,748.68
<hr/>				
<b>3. REFUNDABLE:</b>				
	(A)	SCE RULE 15 COST TO SERVE (LINE 1. (H))		\$1,399.34
	(B)	PLUS ESTIMATED VALUE OF STRUCTURES		\$214.62
	(C)	SUBTOTAL (LINE 3. (A) + 3. (B))		\$1,613.96
	(D)	LESS ALLOWANCE (LINE 2)		\$10,748.68
	(E)	REFUNDABLE AMOUNT (LINE 3. (C) - 3. (D))		\$0.00
	(F)	PLUS REFUNDABLE ITCC* ON LINE 3. (E)		\$0.00
	(G)	TOTAL AMOUNT (LINE 3. (E) + 3. (F))		\$0.00
<hr/>				
<b>4. PAYMENT OPTION SELECTED: DISCOUNT HAS CHOSEN: SIGN</b>				
<b>(A) NON-REFUNDABLE DISCOUNT OPTION: 50 %</b>				
	1)		50 % OF LINE 3G:	\$0.00
	2)		VALUE OF STRUCTURES:	\$214.62
	3)		NON -REFUNDABLE PAYMENT:	\$0.00
	4)		AMOUNT DUE APPLICANT:	\$214.62
<hr/>				
<b>5. OTHER NON-REFUNDABLE ADVANCE &amp; CREDITS</b>				
	(A)	OTHER NON-REFUNDABLE CHARGES (RULE 16, FLAT RATE, INSPECTION, R/W, ETC.)		\$1,034.00
	(B)	ITCC* ON OTHER NON-REFUNDABLE		\$248.16
	(C)	ITCC* ON APPLICANT FURNISHED FACILITIES.		\$169.60
	(D)	INSTALLED COST OF SUBSTRUCTURES BY SCE		\$0.00
	(E)	LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS		\$0.00
	(F)	TOTAL NON-REFUNDABLE (LINE 5. (A) THRU 5. (D) - 5. (E))		\$1,451.76
	(G)	TOTAL CREDITS (LINE 5. (E) - 5. (A) THRU 5. (D))		\$0.00
<hr/>				
<b>6. AMOUNT TO BE PAID BY APPLICANT TO SCE</b>				\$1,237.14
<b>7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS</b>				\$0.00
<hr/>				

HAS NOT CHOSEN: SIGN \_\_\_\_\_

\* INCOME TAX COMPONENT OF CONTRIBUTION



An EDISON INTERNATIONAL® Company

Southern California Edison Company

505 MAPLE AVENUE  
TORRANCE CA 90503

REDONDO BEACH, CITY OF  
415 DIAMOND ST  
REDONDO BEACH CA 90277

<b>Document #</b>	7590421127
<b>Invoice Date:</b>	03/28/2022
<b>SCE Contact:</b>	Isaac Gomez
<b>Telephone:</b>	
<b>Install - Billing Option:</b>	SCE INSTALL - REFUNDABLE

Description	Amount
Service Request Number: 3100468 Project:  304 1/2 FRANCISCA AVE REDONDO BEACH CA 90277	
<b>Invoice #</b> 462890	
Item # 489600 Product: 1924227 - LINE EXTENSION Design #: 1460262	\$1,237.14
Previous Payment <b>COMMENTS:</b> * Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records. * ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER. * All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable. * Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope. * For the Refundable and Discount Option appendices, choose only one option. Sign "Has Chosen" on the appropriate option and sign "Has Not Chosen" on the other option. Only sign each form once. Return both forms in the enclosed self-addressed envelope. * If a street light work order is associated with this project, contracts for that project will be enclosed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance * Call the Edison company at 1-800-655-4555 to make application for electrical service. * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service. * By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion. * Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer. * To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage. * If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.	\$0.00

**TOTAL PROJECT INVOICE AMOUNT: \$ 1,237.14**



An EDISON INTERNATIONAL® Company  
Southern California Edison Company

505 MAPLE AVENUE  
TORRANCE CA 90503

REDONDO BEACH, CITY OF  
415 DIAMOND ST  
REDONDO BEACH CA 90277

<b>Document #</b>	7590421127
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<b>Invoice Date:</b>	03/28/2022
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<b>SCE Contact:</b>	Isaac Gomez
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<b>Telephone:</b>	
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<b>Install - Billing Option:</b>	SCE INSTALL - REFUNDABLE
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Description	Amount
Service Request Number: 3100468 Project:  304 1/2 FRANCISCA AVE REDONDO BEACH CA 90277	
<b>Invoice #</b> 462890	

**ADDITIONAL PAYMENT INSTRUCTIONS:**

**If paying by check, please follow instructions on payment stub**

**Instructions for wire or ACH payments:**

JP Morgan Chase Bank  
New York, NY  
ABA#: 021000021 - Acct#: 323-394434  
SCE Taxpayer ID No. 95-1240335  
SCE Contact: Isaac Gomez  
Document #: 7590421127

**\*\*\* Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project**

**Special Instructions for overnight delivery methods:**

Southern California Edison  
Attn: Accounts Receivable  
8631 Rush Street G-53  
Rosemead, CA 91770

Please detach and return payment stub with payment

**Payment Stub**

Please pay total amount now due:



\$ 1,237.14

**Document #** 7590421127

REDONDO BEACH, CITY OF  
415 DIAMOND ST  
REDONDO BEACH CA 90277

Thank you for paying promptly  
Make check payable to Southern California Edison

ATTN: Accounts Receivable  
PO Box 800  
Rosemead, CA 91771-001

03/30/2022

APPENDIX A - REFUNDABLE OPTION  
ELECTRIC LINE EXTENSION AGREEMENT

LOC.	W.O.	A.I. LINE EXTENSION	JOB # 1924227
<b>1. SCE RULE 16 COST TO SERVE</b>			
(A)	SCE RULE 16 COST TO SERVE		\$663.35
(B)	LESS APPLICANT ALLOWANCES		\$11,412.03
(C)	EXCESS RULE 16 COST TO (LINE 5. (A))		\$0.00
(D)	EXCESS ALLOWANCES TO (LINE 2.)		\$10,748.68
<hr/>			
SCE COST TO SERVE RULE 15			
(E)	OVERHEAD	0 FEET X \$.00 UNIT COST	\$0.00
(F)	UNDERGROUND	0 FEET X \$.00 UNIT COST	\$0.00
(G)	PROJECT SPECIFIC ( IF 2X UNIT COST OR COMPETITIVE BID )		\$1,399.34
(H)	TOTAL SCE RULE 15 COST TO SERVE		\$1,399.34
<hr/>			
2. APPLICANT ALLOWANCES (FROM LINE 1. (D) )			\$10,748.68
<hr/>			
3. REFUNDABLE :			
(A)	SCE RULE 15 COST TO SERVE (LINE 1. (H) )		\$1,399.34
(B)	PLUS ESTIMATED VALUE OF STRUCTURES		\$214.62
(C)	SUBTOTAL ( LINE 3 . (A) + 3 . (B) )		\$1,613.96
(D)	LESS ALLOWANCE ( LINE 2 )		\$10,748.68
(E)	REFUNDABLE AMOUNT ( LINE 3 . (C) - 3 . (D) )		\$0.00
(F)	PLUS REFUNDABLE ITCC* ON LINE 3. (E)		\$0.00
(G)	TOTAL AMOUNT ( LINE 3 . (E) + 3 . (F) )		\$0.00
<hr/>			
4. PAYMENT OPTION SELECTED :		REFUNDABLE HAS CHOSEN :	SIGN _____
(A)	REFUNDABLE OPTION :	LINE 3 . (G)	\$0.00
1 )		VALUE OF STRUCTURES :	\$214.62
2 )		REFUNDABLE PAYMENT :	\$0.00
3 )		AMOUNT SUBJECT TO REFUND/CREDIT	\$214.62
<hr/>			
5. OTHER NON-REFUNDABLE ADVANCES & CREDITS			
(A)	OTHER NON-REFUNDABLE CHARGES ( RULE 16 , FLAT RATE , INSPECTION , R/W , ETC . )		\$1,034.00
(B)	ITCC* ON OTHER NON-REFUNDABLE		\$248.16
(C)	ITCC* ON APPLICANT FURNISHED FACILITIES		\$169.60
(D)	INSTALLED COST OF SUBSTRUCTURE BY SCE		\$0.00
(E)	LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS		\$0.00
(F)	TOTAL NON-REFUNDABLE ( LINE 5 . (A) THRU 5 . (D) - 5 . (E) )		\$1,451.76
(G)	TOTAL CREDITS ( LINE 5 . (E) - 5 . (A) THRU 5 . (D) )		\$0.00
<hr/>			
6. AMOUNT TO BE PAID BY APPLICANT TO SCE			\$1,237.14
7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS			\$0.00

HAS NOT CHOSEN : SIGN \_\_\_\_\_

\* INCOME TAX COMPONENT OF CONTRIBUTION

**SOUTHERN CALIFORNIA EDISON ( "SCE " )  
 DISTRIBUTION LINE AND/OR SERVICE EXTENSION  
 APPLICANT'S INSTALLATION OPTION AND  
 STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS**

Applicant : REDONDO BEACH, CITY OF

Product Number : 1924227

Project Specific Location : 304 1/2 FRANCISCA AVE CA 90277

**1. INSTALLATION OPTIONS**

Applicant understands that in accordance with SCE's Rule 15 and/or Rule 16, Applicant can elect to have either SCE install the Distribution Line and/or Service Extension or a Qualified Contractor/Subcontractor install the Distribution Line and/or Service Extension.

**2. SCE'S ESTIMATED REFUNDABLE COST INFORMATION**

SCE's estimated refundable costs are based on the work that SCE would normally perform that can be performed by a Qualified Contractor/Subcontractor under the provisions of the Applicant Installation Option, Rule 15, Section G, and in accordance with SCE's Terms and Conditions Agreement for Installation of Distribution Line Extension by Applicant (Form 14-188).

SCE's estimated refundable costs:\* \$1,399.34

If applicable, other estimated cost information may be provided below. This could include the credit amount for Rule 16, street light, or other associated installation work.

SCE Rule 16 credit amount :\* \$404.47

SCE street light credit amount :\* \$0.00

SCE associated work credit amount :\* \$0.00

**3. APPLICANT SELECTION**

Applicant understands the installation options under Section 1 above, and hereby elects the following Installation Option by **initialing** the appropriate selection below:

           Installation by SCE  
           Installation by Qualified Contractor/Subcontractor

Under installation by Qualified Contractor/Subcontractor, Applicant shall secure project specific bid information from Qualified Contractors/Subcontractors for the installation of the Distribution Line and/or Service extension. Applicant shall contribute or advance before the start of construction any refundable or non-refundable amounts as specified in Rules 15 and 16.

\*Please refer to the specific contract, Appendix A, for detailed financial information.

**4. APPLICANT'S CONTRACT ANTICIPATED COST INFORMATION** (to be completed only if installation is performed by a Qualified Contractor/Subcontractor as selected in Section 3 above)

Applicant and/or Applicant's Qualified Contractor/Subcontractor understands that for the portion of the Electrical Distribution and/or Service Extension that SCE would normally install, in accordance with SCE's Rule's 15 and/or 16 and the Terms and Conditions Agreement for Installation of Distribution Line Extension by Applicant, the Applicant, prior to performing any work associated with the installation of these electrical facilities, and for the purpose of utility billing and accounting, shall elect one of the following options, and return this form to SCE prior to SCE proceeding with any further work on the Applicant's project.

Option 1 Applicant elects to provide SCE with the Applicants Contract Anticipated Costs, which are subject to refund, that are associated with that portion of the new Distribution Line and/or Service Extension normally installed by SCE, and understands that the lower of SCE's estimated refundable cost or the Applicant's Contract Anticipated Costs, which are subject to refund, as submitted below, shall apply to any applicable SCE refunds and allowances provided in accordance with Rule 15 and 16, **or**

Option 2 Applicant elects not to provide SCE with the Applicants Contract Anticipated Costs, which are subject to refund. The Applicant understands that by selecting this option, the Applicant is directing SCE to use SCE's estimated refundable cost for all billing and accounting.

Applicant understands the Applicants Cost Information, as described above, and hereby elects the following by **initialing** the appropriate selection below :

\_\_\_\_\_ Option 1 - Applicants Contract Anticipated Costs \$ \_\_\_\_\_

\_\_\_\_\_ Option 2 - SCE's Estimated Refundable Costs \$ \_\_\_\_\_

**5. ITCC**

SCE shall value all trenching, conduit, backfill, street repair, substructures, and encasement, based on SCE's estimate of such items, for the purpose of collecting the applicable governmental taxes (ITCC) on contributions to SCE.

**6. UTILITY RESPONSIBILITIES**

Upon receipt of this completed and signed form, SCE shall begin the process of producing the applicable contracts and forms based on the selection made by the Applicant.

**7. SIGNATURE**

I declare under penalty of perjury that the foregoing is true and correct

Applicant : City of Redondo Beach

Corporation, Partnership, or DBA: City of Redondo Beach

Name of Authorized Individual: William C. Brand

Applicant's signature: \_\_\_\_\_

Title: Mayor

Date: May 17, 2022

---

1 Excludes the estimated costs of work the Applicant cannot perform, such as, work on or in proximity to, energized equipment.

**CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE**  
**RULE 15**

**1. PARTIES**

This Contract for Extension of Electric Distribution Line ("Contract") is issued this 17TH day of MAY, 2022.

The Parties to this Contract are:

REDONDO BEACH, CITY OF

("Applicant")

and Southern California Edison Company ("SCE"). Applicant and SCE are referred to individually as "Party" and collectively as "Parties".

**2. RECITALS**

Applicant has requested SCE, pursuant to SCE's Rule 15, Distribution Line Extensions, to install an electric Distribution Line Extension to the location or locations described as follows:

304 1/2 FRANCISCA AVE REDONDO BEACH CA 90277

(Hereinafter referred to as "Project")

**3. AGREEMENT**

**3.1 Responsibilities of Applicant**

**Construction**

Applicant shall, in accordance with SCE's specifications and timing requirements for the Project:

- o Perform route clearing, tree trimming, trenching, excavating, and backfilling and compacting;
- o Furnish imported backfill material and dispose of trench spoil as required;
- o Furnish, install and transfer ownership to SCE any substructures, conduit, and protective structures required;
- o Obtain any necessary construction permits for all work performed by Applicant under this Contract.

If Applicant elects to have SCE perform any part of this work, Applicant shall pay to SCE, as specified herein and before the start of construction, SCE's estimated-installed costs thereof.

### **Rights of Way**

Applicant hereby grants to SCE the rights of way and easements for the Distribution Line Extension over the shortest, most practical, available, and acceptable route within Applicant's property for the purpose of making delivery of electric service hereunder. Such easement shall include the right of access and right to trim trees as necessary. Where formal rights of way, easements, land leases, or permits are required by SCE for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that SCE shall not be obligated to install the Distribution Line Extension for the Project unless and until any necessary permanent rights of way, easements, land leases, and permits, satisfactory to SCE, are granted to or obtained for SCE without cost to or condemnation by SCE.

### **Advances**

Applicant shall contribute or advance, before the start of construction, the refundable and non-refundable amounts as set forth in Appendix A to this Contract. This includes the costs for substructures and conduits which SCE had previously installed at its expense in anticipation of the current Distribution Line Extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the Distribution Line Extension shall be furnished or paid for by Applicant and shall be installed by SCE.

All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contribution (ITCC) at the rate provided in SCE's Preliminary Statement. ITCC will be either refundable or non-refundable depending on whether the corresponding contribution or advance is refundable or non-refundable.

Joint Applicants. The total contribution or advance from joint Applicants will be apportioned by SCE among the members of the group in such manner as Applicants mutually agree.

## **3.2 Responsibilities of SCE**

### **Construction**

SCE shall install, own, operate, and maintain the Distribution Line Extension to serve the Project. SCE will install only those facilities that, in SCE's judgment, will be used within a reasonable time to serve permanent loads.

### **Refunds**

SCE shall make refunds to Applicant in accordance with the provisions of Rule 15.

## **3.3 Ownership of Facilities**

Title to and ownership of the Distribution Line Extension shall vest in SCE. Applicant does hereby agree that upon completion and acceptance by SCE of any Applicant-installed facilities, title to each and every component part thereof shall immediately pass to SCE free and clear of all liens and encumbrances.

### 3.4 Service Facilities

Service extensions shall be installed pursuant to SCE's Rule 16, Service Extensions.

### 3.5 Street Lighting Facilities

Street lighting and Distribution Line Extensions within the Project solely for service to street lighting equipment shall be installed in accordance with the appropriate street light tariff schedule. Street light revenues are not applicable toward allowances or refunds for Distribution Line Extensions. Electroliers shall be located at points determined by the governmental agency having jurisdiction over streets to be dedicated to that agency or by Applicant for privately owned and maintained streets open to and used by the general public.

### 3.6 Non-Refundable Discount Option

In lieu of contributing the total refundable amount, Applicant has the option of contributing, on a non-refundable basis, a percentage of such refundable amount as set forth in Appendix A to this Contract. Applicant has or has not chosen this option as indicated by signature on Appendix A.

### 3.7 Refunds

The total refundable amount shall be subject to refund, without interest, in accordance with the provisions of Rule 15, which include the following:

**Residential.** Refunds will be made on the basis of any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund will represent that portion of the Distribution Line Extension cost not supported by revenues.

**Non-Residential.** Refunds will be made on the basis of Applicant or any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. SCE shall be responsible to review Applicant's actual net revenue for the first three years from the date SCE is first ready to serve. Applicant shall be responsible for notifying SCE if new, permanent load is added the fourth through tenth year from the date SCE is first ready to serve. Such review shall determine if additional net revenue justifies refunds to Applicant.

**Unsupported Distribution Line Extension Cost.** When any portion of a refundable amount has not qualified for a refund at the end of twelve (12) months from the date SCE is first ready to serve, Applicant will pay to SCE a Monthly Ownership Charge of 0.40% on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly ownership charge ("base"). The Monthly Ownership Charge includes replacement for 60 years at no additional cost and is derived from the Customer-Financed With Replacement at Additional Cost Added Facilities rates determined in SCE's general rate case proceeding and/or periodic annual review. Monthly ownership charges are distinct from the refundable amount and will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants. (R)

The monthly ownership charges herein shall automatically increase or decrease if the California Public Utilities Commission should subsequently authorize a higher or lower percentage rate for the monthly ownership charges, effective on the date of such authorization.

**Refund Period.** The total refundable amount is subject to refund for a period of ten (10) years after the Distribution Line Extension is first ready to serve. Any unrefunded amount remaining at the end of the ten-year period shall become property of SCE.

### 3.8 Payment Adjustments

**Contract Compliance.** If, after six (6) months following the date SCE is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay to SCE an additional contribution, based on the allowances for the revenue actually generated.

**Excess Facilities.** If the load information provided by Applicant results in SCE having installed facilities which are in excess of those needed to serve the actual loads, and SCE elects to reduce such excess facilities, Applicant shall pay to SCE its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

### 3.9 Reimbursement to Applicant

Where mutually agreed upon by SCE and Applicant, Applicant may perform SCE's work or install facilities normally installed by SCE. Such work shall be in accordance with SCE's specifications and timing requirements. SCE shall reimburse Applicant SCE's estimated installed cost of such facilities and work by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon acceptance of the work and facilities by SCE.

### 3.10 Delays in Construction

**Force Majeure.** SCE shall not be responsible for any delay in the installation or completion of the facilities by SCE resulting from the late performance of Applicant's responsibilities under this Contract, shortage of labor or material, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgements of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of SCE.

**Resources.** SCE shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond SCE's control.

**Contract Revision.** If Applicant does not commence installation of any facilities which are Applicant's responsibility or SCE is prevented from commencing the installation of the facilities for causes beyond its reasonable control within one year from the effective date of this Contract, SCE may, in its discretion, revise its cost estimate and recalculate the refundable and/or non-refundable amounts set forth herein. SCE will notify Applicant of such increased costs and give the option to either terminate this Contract or pay SCE the additional charges.

### **3.11 Contract Termination**

If at any time during the term of this Contract, SCE is not the sole deliverer of electrical requirements for the Project, this Contract may be terminated. Upon termination of the Contract, Applicant agrees to forfeit that portion of the advance paid to SCE for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by SCE. If such expenses are greater or less than the refundable and/or non-refundable advance, Applicant shall pay to SCE, or SCE shall refund the balance to Applicant, without interest, as the case may be.

### **3.12 Indemnification**

Applicant shall, at its own cost, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Applicant or its contractor and employees, officers or agents of either Applicant or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Contract.

### **3.13 Assignment of Contract**

Applicant may assign this Contract, in whole or in part, only if SCE consents in writing and the party to whom the Contract is assigned agrees in writing, to perform the obligations of Applicant hereunder. Assignment of the Contract shall not release Applicant from any of the obligations under this Contract unless otherwise provided therein.

### **3.14 Joint and Several Liability**

Where two or more individuals or entities are joint Applicants under this Contract, all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

**3.15 Warranty**

Applicant warrants that all work and/or equipment furnished or installed by Applicant or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by SCE and extend for one (1) year. Should the work develop defects during that period, SCE, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Applicant repair or replace the defective work and/or equipment and, in either event, Applicant shall be liable for all costs associated with such repair and/or replacement. Applicant upon demand by SCE, shall promptly correct, to SCE's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

**3.16 Contract Effective Date**

This Contract shall not be effective unless it is (1) signed by SCE's authorized individual, (2) executed and delivered by Applicant to SCE together with payment required hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (3) accepted by SCE. This Contract shall then be effective on the date executed by SCE and shall take effect without further notice to Applicant.

**3.17 Commission Jurisdiction**

This Contract is subject to the applicable provisions of SCE's tariffs, including Rule 15, filed and authorized by the California Public Utilities Commission.

This Contract shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

**3.18 Completion Date**

The completion date requested by Applicant is \_\_\_\_\_ .

**4. SIGNATURE CLAUSE**

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

APPLICANT(S)

CORPORATION, PARTNERSHIP, OR DBA: City of Redondo Beach

NAME OF AUTHORIZED INDIVIDUAL: William C. Brand

SIGNATURE: \_\_\_\_\_

TITLE: Mayor

MAILING ADDRESS: 415 Diamond Street, Redondo Beach, California 90277

TELEPHONE: 310-372-1171 ext. 2260

ADDITIONAL SIGNATURES FOR JOINT APPLICANTS

NAME OF AUTHORIZED INDIVIDUAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NAME OF AUTHORIZED INDIVIDUAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

APPORTIONMENT OF ADVANCE AMONG JOINT APPLICANTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SOUTHERN CALIFORNIA EDISON COMPANY

NAME OF AUTHORIZED INDIVIDUAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE EXECUTED: \_\_\_\_\_

PRODUCT NO. 1924227 \_\_\_\_\_

# Frequently Asked Questions

## About Rule 15 Contracts

This document was created to help answer some of the most frequently asked questions SCE has received related to Rule 15 contracts (formally called the Contract for Extension of Electric Distribution Line - Rule 15, Form No. 16-330).

*This information is not intended to contradict any of the provisions contained within SCE's CPUC-approved tariff rules (specifically Rules 15 and 16) as found on [sce.com/tariffbooks](http://sce.com/tariffbooks). If there are any conflicts between this information and the provisions of Rules 15 and 16, the rules' provisions will take precedence.*

### **What is a Ready to Serve Date?**

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A Ready to Serve Date is the date when SCE is ready to provide electricity to your project.

### **Can the Ready to Serve Date be changed?**

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No. The Ready to Serve Date is the specific date that SCE's facilities are first energized and able to provide you with electricity, and is not influenced or defined by any other factors.

### **Why is my Ready to Serve Date important?**

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Your Ready to Serve Date is the date your contractual obligation period begins. For residential applicants, if you don't use the service you agreed to (referred to in Rule 15 as "fails to take service and/or fails to use the service contracted for") within six months of your Ready to Serve Date, you will be required to pay to SCE an additional amount (see "contractual obligation," questions) based on the allowance you were given. For commercial customers, the same requirement applies, though you have one year (as opposed to six months) from your Ready to Serve Date to use the service you agreed to.

### **What is my contractual obligation?**

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Your contractual obligation equals your Allowance (see allowances question) up to but not exceeding the Cost to Serve for your project. You are able to see your specific Cost to Serve and Allowance amounts on Appendix A (pricing sheets) of your signed Rule 15 contract. The Cost to Serve amount is the sum of lines 1A and 3A on the Appendix form. The Allowance amount is on line 2A. To meet your contractual obligation, residential applicants must have the required number of meters turned on and commercial applicants must generate the required amount of revenue within the time periods outlined above. If you do not meet the requirements within the required timeframes, you will be subject to deficiency billing, as discussed below.

### **What are allowances?**

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Allowances are a form of credit that reduce the amount you must pay SCE to complete your project (i.e., distribution line and/or service extension). For residential applicants, the allowance is a flat dollar amount per meter. For commercial applicants, the allowance is based on the electric load and associated distribution revenues that SCE estimates it will receive as a result of your project. SCE applies your allowance amount towards the applicable construction costs (e.g. labor and material) required to complete your project. When an allowance is given, it reduces the amount that you are required to pay. For example, if your Cost to Serve is estimated to be \$10,000 and you qualify for an allowance of \$6,000, you will be required to pay the \$4,000 difference in advance. In this example, your contractual obligation, as discussed above, is the \$6,000 allowance.

### **What is the contractual obligation period?**

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**Residential:** Six months from the Ready to Serve Date.

**Commercial:** One year from the Ready to Serve Date.



## **What must I do to meet my contractual obligation?**

**Residential:** The required number of permanent meters must be turned on within the contractual obligation period.

**Commercial:** The required amount of revenue must be generated within the contractual obligation period.

## **What happens if I do not meet my contractual obligation?**

SCE will bill you (referred to as “deficiency billing”) for some or all of the allowance that was given.

## **Who is responsible for paying the deficiency bill?**

The applicant who signed the Rule 15 Contract is responsible for paying the deficiency bill.

## **What is a refund?**

There are two options for how to structure costs that are not covered by the allowance: (1) Refundable, and (2) Non-Refundable Discount. If you select Refundable, you have the opportunity to get back some or all of your refundable amount (line 4(A)3 of your Rule 15 Contract’s Appendix) after your contractual obligation has been met. You have 10 years to turn on meters or generate revenue to qualify for refunds. If you select Non-Refundable Discount, you receive a 50% discount on the costs not covered by your allowance but you do not have the ability to get any of this amount refunded to you, regardless of whether you turn on additional meters or generate additional revenue. You may still get a deficiency bill if you do not meet your contractual obligations.

## **When do I get refunds?**

After you have met your contractual obligations, you will receive refunds as you turn on meters or generate revenue. Starting in the 13th month from your Ready to Serve Date, Ownership Charges (see ownership charges question) will be deducted from refunds.

## **What are ownership charges?**

If any refundable amount remains after 12 months from your Ready to Serve Date, you must pay a monthly ownership charge. This charge covers SCE’s costs for maintaining infrastructure that is not fully utilized and therefore not generating enough revenue to cover SCE’s maintenance costs. Ownership charges are in addition to the refundable amount and are accumulated and deducted from any refunds due.

## **What happens if I have not qualified for all of my refunds by the contract expiration date?**

After 10 years, any remaining refundable amounts will be retained by SCE and your contract will be closed.

## **Where can I get more information?**

If you have any questions, please contact our Distribution Construction Contract Management Help Desk at 1-866-353-3437 or email us at [DCCM@SCE.COM](mailto:DCCM@SCE.COM)



**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND THALES CONSULTING, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Thales Consulting, 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".

\* \* \* \* \*

**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. 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. 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, employment laws, and non-discrimination laws.
18. 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.

19. 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.
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 Consultant 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 Consultant.
23. 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.
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 Consultant, 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, Consultant 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 Consultant 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. 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.
32. 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.
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 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.
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 17<sup>th</sup> day of May, 2022.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

THALES CONSULTING, INC.,  
a California corporation

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

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

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. CONSULTANT'S DUTIES**

Consultant shall perform the following duties.

##### **A. State Controller Financial Reporting Services – Annual Reports**

1. Prepare and file the following annual reports for FY 2021-22 through FY 2024-25 in a timely manner for the City.
  - a. Cities Financial Transactions Report
  - b. Annual Street Report
  
2. Use the following methodology in the preparation of the specified reports.
  - a. Issue a detailed information request to the City.
  - b. Load the current year financial information into Consultant's software.
  - c. Code any new items (funds, accounts, or departments) and prepare reports.
  - d. Issue draft of report via email to City for review.
  - e. Provide specific inquiry about any material variances and provide supporting GL detail to the City.
  - f. Upon approval of the City, submit report electronically to the State and send a signed cover page and Bureau of Census form (completed by Consultant).
  - g. Respond to any inquiries and provide any additional information as requested by the State.

#### **II. CITY'S DUTIES**

City shall perform the following duties.

- A. Provide Consultant with requested data, documentation, and information in a timely manner as described in Section I of this Exhibit "A".
  
- B. Review and approve draft reports received from Consultant in a timely manner.

## **EXHIBIT “B”**

### **SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall commence on May 17, 2022 and expire May 16, 2026, unless otherwise terminated as herein provided.

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

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

- I. **AMOUNT.** Consultant shall be paid the services described in Exhibit "A" as follows.

<b>Annual Reports for State Controller's Office</b>	
<u>Report</u>	<u>Amount of Each Annual Report</u>
Cities Financial Transactions Report	\$3,000
Annual Street Report	\$1,200

In no event shall Consultant's total compensation exceed \$16,800.

- II. **METHOD OF PAYMENT.** Consultant shall provide invoices indicating the dates of service, services and tasks performed during the prior month and the corresponding amount, to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within forty-five (45) days of receipt of invoices, provided, however, that services are completed to City's reasonable satisfaction.
- IV. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Thales Consulting, Inc.  
980 Ninth Street  
Sixteenth Floor, PMB 1604  
Sacramento, CA 95814  
Attention: Joe Stimac, CEO

City: City of Redondo Beach  
Financial Services Department  
415 Diamond St., Door 1  
Redondo Beach, CA 90277  
Attention: Jennifer Paul, Finance Director

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or

certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR 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: \$1,000,000 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

**General Liability:** The 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.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17<sup>th</sup> day of May, 2022.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

THALES CONSULTING, INC.  
a California corporation

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

By:   
Name: JOSEPH STIMAC  
Title: PRESIDENT

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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



# **BUSINESS LIABILITY COVERAGE FORM**

**QUICK REFERENCE  
BUSINESS LIABILITY COVERAGE FORM  
READ YOUR POLICY CAREFULLY**

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# BUSINESS 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. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "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 "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or 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 **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(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. of Section **C.** - 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.

(2) 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.

c. "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 **C.** - 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;

## BUSINESS LIABILITY COVERAGE FORM

- (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.
- d. 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".

### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. MEDICAL EXPENSES

### 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:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) 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.

## 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
  - (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) 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.
  - (5) All costs taxed against the insured in the "suit".
  - (6) 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.
  - (7) 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.Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. 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:

- (1) 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";
- (2) This insurance applies to such liability assumed by the insured;
- (3) 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";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) 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
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) 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 **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" 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:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

**B. EXCLUSIONS**

**1. Applicable To Business Liability Coverage**

This insurance does not apply to:

**a. Expected Or Intended Injury**

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and 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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

## BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" 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. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) 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.

### 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 (1) 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.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" 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 is used to heat, cool or dehumidify the building, or 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) Which 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 performing operations if the operations are 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
  - (b) 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".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

## BUSINESS LIABILITY COVERAGE FORM

### 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) Less than 51 feet long; and
  - (b) Not being used to carry persons 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 the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

### 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 or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

### i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, 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. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. 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;
- (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 "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - 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) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. 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.

**n. 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.

## BUSINESS LIABILITY COVERAGE FORM

### o. 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.

### p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) An "advertisement" for others on your web site;
  - (b) Placing a link to a web site of others on your web site;
  - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
  - (d) Computer code, software or programming used to enable:
    - (i) Your web site; or
    - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. 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".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising 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 practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

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.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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### 2. Applicable To Medical Expenses Coverage

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 with the "products-completed operations hazard".

#### g. Business Liability Exclusions

Excluded under Business Liability Coverage.

## C. 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. Employees And Volunteer Workers

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 and advertising 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), or 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 that "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 Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(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. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

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. Legal Representative If You Die**

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.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor 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 vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when 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;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, 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 for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, 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 connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, 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;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:  
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an 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.

### **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

#### **1. The Most We Will Pay**

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. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL 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. Notice Of Occurrence Or Offense**

You or any additional insured 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. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

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";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, 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 that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

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. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- 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 Form 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 insurance 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.

### 5. 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, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

##### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

##### (4) Aircraft, Auto Or Watercraft

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 **A.** – Coverages.

##### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

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:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** 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 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.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place 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 person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision – Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor 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 vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) 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;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, 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 for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

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 **a.** above;
- 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 **a.** above;
  - (2) The activities of a person whose home is in the territory described in **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 the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. 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, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "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:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

**12. "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 damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- 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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement 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, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

## BUSINESS LIABILITY COVERAGE FORM

- (1) 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, designs 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
    - (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.
  13. "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".
  14. "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".
  15. "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, on which are 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 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 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, of at least 1,000 pounds gross vehicle weight, 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.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "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.
- 19.** "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 to be 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.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- 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; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall 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 shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "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.
- 22.** "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.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
  - c. Acts at the direction of and within the scope of duties determined by you; and
  - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "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.
- 25. "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.



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

## **HIRED AUTO AND NON-OWNED AUTO**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

#### **A. Amended Coverage:**

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

#### **B. Paragraph B. EXCLUSIONS** is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** 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".

3. Exclusion **f. Pollution** is replaced by the following:

"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:

(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 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" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.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 as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

**a. Fellow employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

**b. Care, custody or control**

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) 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 an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

**1. OTHER INSURANCE**

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. 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.

**2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If the 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.

E. The following definitions are added:

**G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
  - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
  - b. Customer's "auto" that is in your care, custody or control for service.



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

## **WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.



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

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.
- Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.
- Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2022

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

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

<b>PRODUCER</b> RISI dba Pan American Insurance Services 520 Capitol Mall Suite 500 Sacramento CA 95814		<b>CONTACT NAME:</b> Nancy Turk <b>PHONE (A/C, No, Ext):</b> (916) 286-5960 <b>FAX (A/C, No):</b> (916) 646-3996 <b>E-MAIL ADDRESS:</b> nancy.turk@relationinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Fire and its P&C Affiliates	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Thales Consulting Inc 205 South Front St Ste 2H Marquette MI 49855			

**COVERAGES**

CERTIFICATE NUMBER: 21-22 WC

REVISION NUMBER:

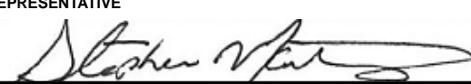
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	72 WEC DI0633	09/12/2021	09/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Officers Excluded - Joe Stimac  
 Waiver of Our Right to Recover From Others Endorsement per form WC 04 03 06  
 Notice of Cancellation to Certificate Holder(s) per form WC 99 03 94

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach 415 Diamond St, Door 1 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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 72 WEC DI0633

**Endorsement Number:**

**Effective Date:** 09/12/21

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** THALES CONSULTING  
205 S FRONT ST STE 2H  
MARQUETTE MI 49855

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative



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

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 72 WEC DI0633

**Effective Date:** 09/12/21

**Named Insured and Address:** THALES CONSULTING  
205 S FRONT ST STE 2H  
MARQUETTE MI 49855

**Endorsement Number:**

Effective hour is the same as stated on the Information Page of the policy.

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

## ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide **City of Redondo Beach, CA** (“**Customer**”) with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions (the “**Terms & Conditions**”), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

### **Order Details**

Effective Date: 5/17/2022

Initial Term End Date: 5/16/2023

Initial Pricing Tier: \$8,775 (Tier 2)

Billing Frequency: Annually

Payment Terms: Net 30

**Services.** Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

**Fees.** DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer’s ongoing access to the Application Services and Support Services.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer’s debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer’s debt and lease obligations.

**Billing.** Unless otherwise provided in the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer’s billing contact indicated below.

**Renewal Term.** Notwithstanding anything in Section 10(a) of the Terms & Conditions to the contrary, the Agreement may only be renewed for successive 12-month Renewal Terms at the discretion of the Customer on terms mutually agreed upon in a written agreement executed by both parties. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer’s debt and lease obligations outstanding at the time of renewal.

**Termination.** In addition to the termination events described in Section 10(b) of the Terms & Conditions, Customer may terminate the Agreement for any reason or for no reason by giving DebtBook 30 days’ prior written notice. If Customer terminates the Agreement pursuant to this paragraph, Customer shall not be entitled to a refund of any Fees paid prior to such termination date. Except as provided in this paragraph, the Agreement is otherwise subject to early termination on the terms set forth in the Terms & Conditions.

**Additional Customer Terms.** The terms attached to this Order Form as Exhibit A constitute “Customer Terms” for the purposes of the Agreement and are incorporated into this Order Form by this reference.

**Entire Agreement.** By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

**Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

**Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

**Public Records.** DebtBook expressly agrees and understands that Customer's obligations under Section 5 of the Terms & Conditions are subject in all respects to, and only enforceable to the extent permitted by, the California Public Records Act, as amended, and any similar federal laws. In addition, DebtBook understands the Agreement, including this Order Form, the Terms & Conditions, and the Incorporated Documents, shall not be deemed Confidential information, and Customer may post the Agreement, Order Form, Terms & Conditions, and Incorporated Documents as part of its contract approval process.

**Late Fees.** Notwithstanding anything in Section 4(a) of the Terms & Conditions to the contrary, the Customer shall not be charged any interest with respect to any past due invoice.

**Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

[Signatures Begin on Following Page]

**Authority; Execution.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

**FIFTH ASSET, INC., D/B/A DEBTBOOK**

**CITY OF REDONDO BEACH, CA**

By: \_\_\_\_\_  
Name: Tyler Traudt  
Title: CEO

By: \_\_\_\_\_  
Name: William C. Brand  
Title: Mayor

**Notice Address**

Fifth Asset, Inc.  
300 W. Summit Avenue, Suite 110  
Charlotte, NC 28203  
Attention: Chief Executive Officer  
tyler.traudt@debtbook.com

**Notice Address**

City of Redondo Beach  
Financial Services  
415 Diamond St., Door 1  
Redondo Beach, CA 90277  
Attention: Jennifer Paul, Finance Director  
jennifer.paul@redondo.org

**Billing Contact**

Same as above

ATTEST:

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

APPROVED AS TO FORM:

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

## Exhibit A

### Additional Customer Terms

Without limiting DebtBook's indemnification obligations under this Agreement, DebtBook 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 DebtBook, 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.

Errors and Omissions liability insurance appropriate to DebtBook's industry. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

#### Minimum Limits of Insurance

DebtBook shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

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.

Errors and Omissions liability: \$1,000,000 per occurrence.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Customer. At the option of Customer, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Customer, its officers, officials, employees and volunteers or (2) DebtBook shall provide a financial guarantee satisfactory to Customer 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 Customer, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of DebtBook. General liability coverage can be provided in the form of an endorsement to DebtBook's insurance, or as a separate owner's policy.

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

For any claims related to this project, DebtBook's insurance coverage shall be primary insurance as respects Customer, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by Customer, its officers, officials, employees, or volunteers shall be excess of DebtBook'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 Customer.

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.

Errors and Omissions policy, if written on a claims made basis, shall be maintained by DebtBook for a period of one year after the completion of the project.

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 Customer as a material breach of contract on DebtBook's part.

#### Acceptability of Insurers

Insurance is to 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

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

#### Subcontractors

DebtBook 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

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

## DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

### 1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Services**” means DebtBook’s debt and lease management software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, “Governing State” means the State of North Carolina.

“**Implementation Services**” means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

“**Incorporated Documents**” means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**“Initial Term”** means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

**“Order Form”** means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

**“Order Form Supplement”** means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

**“Privacy Policy”** means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

**“Renewal Term”** means any renewal term established in accordance with the terms of the Agreement.

**“Services”** means, collectively, the Application Services, the Implementation Services, and the Support Services.

**“SLA”** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

**“Support Services”** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**“Term”** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**“Usage Policy”** means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential

Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## 6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

## 7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer notifies DebtBook in writing of the Third-Party Claim within 60 days and reasonably cooperates with DebtBook in the defense of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

**10. Term and Termination.**

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

**11. Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

**12. Miscellaneous.**

(a) **Governing Law; Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) **Entire Agreement; Order of Precedence.** The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “Notice”) must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at <https://www.debtbook.com/legal>. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, Internet outages, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2022

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

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

<b>PRODUCER</b> Embroker Insurance Services LLC 24 Shotwell St.  San Francisco CA 94103		<b>CONTACT NAME:</b> Matthew Miller <b>PHONE (A/C. No. Ext):</b> (844)436-2765 <b>E-MAIL ADDRESS:</b> certificates@embroker.com <b>FAX (A/C. No):</b>	
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
Fifth Asset, Inc.  300 W Summit Ave STE 110 Charlotte NC 28203		<b>INSURER A:</b> Valley Forge Insurance Company <b>INSURER B:</b> Continental Casualty Company <b>INSURER C:</b> Hartford Accident and Indemnity Insurance Company <b>INSURER D:</b> Clear Blue Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b>	
		20508	
		20443	
		22357	
		28860	

**COVERAGES**

CERTIFICATE NUMBER: 22609

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7012519506	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7012519506	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			7015209125	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WECAP0THP	12/13/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tech E&O / Cyber Liability			AX01-1037-03	02/01/2022	02/01/2023	Aggregate 5,000,000
D	Crime			CR01-100199-211	12/20/2021	12/20/2022	Aggregate 1,000,000

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

Redondo Beach, its officers, elected and appointed officials, employees and volunteers are included as Additional Insured on the General Liability and Auto policies as required by written contract. A Waiver of Subrogation applies to the Additional Insured with respect to the General Liability and Auto policies as required by written contract.

**CERTIFICATE HOLDER**

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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## ADDITIONAL REMARKS SCHEDULE

AGENCY Embroker Insurance Services LLC		NAMED INSURED Fifth Asset, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

**BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

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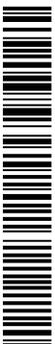
**I. BLANKET ADDITIONAL INSURED PROVISIONS**

**A. ADDITIONAL INSURED – BLANKET VENDORS**

**Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. **"Bodily injury"** or **"property damage"** for which the vendor 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 vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when 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;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, 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 for the vendor; or

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- h. **"Bodily injury"** or **"property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
  4. This provision **2.** does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

**B. MISCELLANEOUS ADDITIONAL INSUREDS**

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such **"written contract;"**
  - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

**a. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
  - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
  - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
  - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:

- (a) The "**bodily injury**" or "**property damage**;" or
- (b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



#### D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

#### E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

##### k. 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;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in 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.

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 **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

**F. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

- (a) The insured; or
- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

**G. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**H. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.





# Administrative Report

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H.6., File # 22-4185

Meeting Date: 5/17/2022

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

**TITLE**

EXCUSE ABSENCE FOR COMMISSIONER SCOTT K. BEHRENDT ON THE PLANNING COMMISSION.

**EXECUTIVE SUMMARY**

<u>Commissioner</u>	<u>Board/Commission</u>	<u>Meeting Date</u>
Scott K. Behrendt	Planning	June 16, 2022

On May 6, 2022, the City Clerk received notification from Commissioner Behrendt requesting an excused absence for June 16, 2022, Planning Commission Meeting for personal reasons.

**BACKGROUND**

As of September 3, 2019, the City Council authorized the City Clerk to revise the policy pertaining to requests for excused absences, whereby Board Members and Commissioners are now required to communicate impending absences directly to the City Clerk for processing.

**APPROVED BY:**

*Eleanor Manzano, City Clerk*

**FISCAL IMPACT**

None



# Administrative Report

H.6., File # 22-4185

Meeting Date: 5/17/2022

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**APPROVED BY:**

*Eleanor Manzano, City Clerk*

**FISCAL IMPACT**

None



# Administrative Report

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H.7., File # 22-4156

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL  
**From:** MIKE WITZANSKY, CITY MANAGER

## **TITLE**

RECEIVE AND FILE MONTHLY UPDATES TO THE SIX-MONTH STRATEGIC PLAN OBJECTIVES ADOPTED BY CITY COUNCIL ON FEBRUARY 8, 2022.

## **EXECUTIVE SUMMARY**

On January 25 and 27, 2022 the City Council held strategic planning sessions and prepared the City's updated Strategic Plan. At these sessions, the City Council discussed recent accomplishments, completed a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis, identified three-year goals, and listed specific objectives for the next six-month period, which runs through July 27, 2022. The objectives were adopted at the February 8, 2022 City Council meeting. The City's strategic planning process also includes periodic updates on the status of the approved objectives to allow for progress monitoring. This report and the attached matrix serve as the third update on the current Strategic Plan.

## **BACKGROUND**

The City has been committed to a strategic planning process since 1998, a process that focuses staff resources on achievable policy goals and objectives set by the City Council. Virtual strategic planning sessions were conducted on January 25 and 27, 2022. Public input was received and considered at both sessions.

The three-year goals (2022-2025) established by Council are as follows (not in priority order):

- Modernize the City's Communication Systems
- Vitalize Core Commercial Areas of the City
- Increase Environmental Sustainability
- Invest in the City's Infrastructure
- Maintain a High Level of Public Safety
- Enhance the Delivery of City Services

The Council also listed and discussed six-month objectives that focus staff time and resources to help achieve the identified goals. On February 8, 2022, the City Council adopted the objectives after making minor modifications and additions.

The City Manager provides periodic updates to the adopted six-month objectives to enable the Mayor and Council to monitor the City's progress on the Strategic Plan. The attached matrix includes

updates and notations provided by the department(s) responsible for each objective. This is the third update to the Plan.

**COORDINATION**

All departments participated in the development of the Strategic Plan and provided comments for the attached update.

**FISCAL IMPACT**

The cost for this activity is included in the City's FY 2021-2022 Adopted Annual Budget.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

May 17, 2022 Strategic Plan Update - Six Month Objectives



# Administrative Report

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H.7., File # 22-4156

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL  
**From:** MIKE WITZANSKY, CITY MANAGER

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**FISCAL IMPACT**

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**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

May 17, 2022 Strategic Plan Update - Six Month Objectives

# CITY OF REDONDO BEACH STRATEGIC PLAN

## THREE-YEAR GOALS SIX-MONTH OBJECTIVES January 27, 2022 – July 27, 2022

CM= City Manager ATCM=Assistant to City Manager CD=Community Development CS=Community Services FD=Fire Department FS=Financial Services HR=Human Resources IT=Information Technology LIB=Library  
PD=Police Department PW=Public Works WED=Waterfront and Economic Development CA=City Attorney CC=City Clerk CT=City Treasurer

<b>GOAL 1: Modernize the City's Communication Systems</b>						
WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By July 27, 2022	ATCM, CM	<b>City Branding:</b> Identify and procure resources needed to facilitate rebranding effort; overall aim is to capture the full diversity and flavor of the City.		X		
2. By July 1, 2022 (if current vendor is selected; by 10/1 if new vendor)	IT & ATCM	<b>City Website:</b> Establish requirements and sign a contract with vendor to rebuild current website. Make it more appealing, more user friendly, simpler, searchable, incorporating modern, responsive design customized to Redondo Beach, with a good CMS and strong SEO plan to support it. Website should have council member pages that are editable by council members and a clear path for people who want to do business with the City.		X		Continuous use and migration agreements needed to move the existing redondo.org website under City control was approved on 04/05. The framework for the two working groups to assist with the selection of a new website platform vendor was approved by CC on 05/03.
3. By July 27, 2022	ATCM & CM working with advisory group	<b>City Communications Plan:</b> Update the City's communications plan. Include brand alignment, different communications platforms, social media, two-way communications, surveying, and public input gathering.		X		
4. By July 5, 2022	ATCM, PW (CIP), FS & IT	<b>Internal Communications:</b> Provide report to Council on gaps in internal communications with potential solutions. Goal is to upgrade City's internal communications to include project status and budget reports.		X		
5. By April 5, 2022	CM, CA & CC	<b>City Charter Review:</b> Provide report to Council on options to establish City Charter Review Advisory Committee. First meeting to be held by June 5.	X			Report provided to CC on 04/05. Follow up discussion on the appointment of committee members scheduled for 05/17.
6. By July 26, 2022	ATCM, CA & CC	<b>Sunshine Policy:</b> Review policies of other Cities, summarize the City's options and report to Council.		X		

7. By July 26, 2022	ATCM & CS	<b>Volunteer Coordination:</b> Determine a plan for coordinating City's various volunteer groups and report to Council.		X		
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<b>GOAL 2: Vitalize Core Commercial Areas of the City</b>						
WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By July 1, 2022	CD & WED	<b>Artesia AACAP Implementation:</b> Consider environmental analysis and introduce ordinance to amend municipal code for Artesia FAR and other changes recommended in the AACAP.		X		CD to coordinate with new WED Director.
2. By Sept. 1, 2022	CD & WED	<b>Artesia Parking:</b> Consider environmental analysis and introduce ordinance to amend municipal code for Artesia parking regulations related to the AACAP.		X		Contract was extended to allow for Strategic Plan deadline. Community meeting was held on 04/28 for parking input.
3. By April 5, 2022	PW & IT	<b>Broadband:</b> Explore and report to Council on grant opportunities related to middle-mile broadband expansion to core commercial areas.	X			Presented to CC on 04/05.
4. By July 1, 2022	CD & CA	<b>Finalize Cannabis Ordinance</b>		X		Planning Commission (PC) held public hearing on draft ordinances on 03/03. Draft ordinance was updated with recommendations from the PC and public. Community Survey was conducted April 21-May 5. CC discussion item on 05/10. Direction was given on advisory consultant and ordinance provisions.
5. By May 3, 2022	CS	<b>Mural Ordinance:</b> Report on mural ordinance options, available sites.	X			Presented to CC on 05/03.
6. By May 3, 2022	FS & WED	<b>Business/Parking Improvement Districts:</b> Report to Council on options for business and/or parking district formation.	X			Item presented to CC on 05/10. Council Direction to pursue further research into participant interest along Artesia and within Waterfront.
7. By June 1, 2022	WED & ATCM	<b>International Boardwalk:</b> Create a matching storefront improvement program for International Boardwalk, working with King Harbor and Pier associations.		X		

8. By July 26, 2022	WED, CD & CM	<b>Business Concierge Program:</b> Report to Council on potential program to help expedite business development in the City.		X		
9. By May 15, 2022	ATCM & PW	<b>EV Charger Expansion:</b> Seek additional federal grant funding for EV chargers on commercial corridors.	X			Item will be presented to CC on 05/17.
10. By April 5, 2022	CD & CA	<b>Administrative Review and Anti-Blight Ordinance:</b> Bring draft ordinance concepts to Council for consideration			X	Item was presented on 4/19. Council direction to do proactive enforcement pilot program.
11. By March 15, 2022	CD & CA	<b>Design Review:</b> Bring draft language to Council to amend administrative design review and planning commission design review procedures.	X			Report presented to CC. Direction provided for ordinance preparation. Staff preparing ordinance.

### GOAL 3: Increase Environmental Sustainability

WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By June 1, 2022	ATCM & PW	<b>Edison Right-Of-Way License:</b> Following execution of license, develop conceptual plan for beautification and habitat restoration on Edison right-of-way west of PCH		X		License Agreement will be presented to CC on 05/17 for approval. PW working with firm to develop conceptual plan.
2. By Feb. 15, 2022	PW	<b>Bicycle Master Plan:</b> Provide an update on the status of master bicycle plan implementation.	X			Completed.
3. By June 7, 2022	PW	<b>Multi-Modal Plan:</b> Discuss and decide on measurable goals for implementation of existing bicycle master plan; review local travel network concepts and report to Council.		X		
4 By March 15, 2022	PW & CA	<b>Tree Ordinance:</b> Summarize feedback from Commissioners, report to Council and get direction from Council on development of ordinance.	X			Presented to Council on 03/15. Direction was given to City Attorney for Ordinance preparation.
5. By July 5, 2022	PW	<b>Water Quality:</b> Review the EWMP plan and report to council on next steps for implementation.		X		
6. By July 26, 2022	CD working with PW	<b>Bike Racks:</b> Review options for bike rack designs and expanded installation on commercial properties and report to Council.		X		"Who" revised to include PW
7. By June 21, 2022	PW	<b>Tree Plantings:</b> Provide a Budget Response Report on options for planting trees in available city-controlled planting sites.		X		"Who" revised to "PW", Public Works, instead of CD.
8. By April 19, 2022	PD (Code Enforcement)	<b>Plastic Waste:</b> Report on current enforcement of plastic waste laws and ways to enhance compliance.	X			Report presented to CC on 04/19.
9. By July 26, 2022	WED	<b>White Sea Bass Program:</b> Report to Council on options to re-establish White Sea Bass program in King Harbor.		X		
10. By June 7, 2022	ATCM & CC	<b>Environmental Advisory Body:</b> Report on options for advising the City on environmental issues through either expansion of an existing commission or creation of a new commission.		X		

**GOAL 4: Invest in the City's Infrastructure**

WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By February 15, 2022	FS, PW & CM	<b>Infrastructure Bond:</b> Explore and provide report on bond process and possible uses, including renovations to key civic buildings; followed by report on transactional milestones	X			Submitted on 02/15 as Mid-Year BRR
2. By June 7, 2022	PW & CS	<b>Wilderness Park Ponds:</b> Develop plan for maintenance of upper pond; assess lower pond and plan for restoration and reconstruction, and report to Council.		X		
3. By May 3, 2022	CS, WED & PW	<b>Seaside Lagoon:</b> Prepare RFP for selecting an aquatics design firm to redesign and rehabilitate the Lagoon.	X			Item will be presented to CC on 05/17 - WED is lead.
4. By June 7, 2022	CS & ATCM	<b>Veterans Park Library:</b> Identify and present to Council options for a new facility use plan and solicit prospective operators.		X		
5. By March 15, 2022	PW	<b>Dominguez Park and Dog Park Improvements:</b> Report to Council on scope of work and timetable for implementation.	X			Presented to Council on 03/15.
6. By June 14, 2022	PW	<b>Grant Ave. Repaving:</b> Provide Budget Response Report on funding options.		X		
7. By April 5, 2022	PW working with West Basin	<b>Recycled Water:</b> Develop a plan to connect recycled water (purple pipe) to Manhattan Beach Blvd., Anderson Park, and North Redondo Beach bike path.	X			West Basin attended and presented at 05/10 CC meeting.
8. By March 15, 2022	CS & PW	<b>Aviation Park:</b> Provide a report on short- and long-term improvements and additional amenities for the following: painting of the gym, concrete work, and potential aquatic center.	X			Item presented to CC on 05/03.
9. By March 15, 2022	PW	<b>Riviera Village Mobility Assessment:</b> Report to Council on Riviera Village mobility assessment focusing on pedestrian movement.	X			Presented to CC on 04/19.
10. By May 17, 2022	WED	<b>Sea Level Rise:</b> Report to Council on status of sea level rise impacts with assessment, next steps, and possible mitigation funding sources.			X	Will be presented as part of CIP Discussion on 06/14.
11. By April 5, 2022	CD & PW	<b>Riviera Village Outdoor Dining Parklets:</b> Report to Council on Coastal Commission response regarding long term program implementation.	X			Report provided to CC on 04/05. Staff preparing longer term implementation plan.

**GOAL 5: Maintain a High Level of Public Safety**

WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By March 1, 2022	FD	<b>Fire Department Assessment:</b> Deliver report to Council on Fire Dept. assessment.	X			Informational report presented at 4/19 CC meeting.
2. By July 26, 2022	PW & ATCM	<b>Expand Streets For All Program:</b> Re-engage with Health District and explore grant opportunities; report to Council.		X		
3. By July 26, 2022	PD & PW	<b>Speed Limits:</b> Report to Council on when the City could implement reduced speed limits under AB43.		X		
4. By May 10, 2022	CA	<b>Enhanced Response to Homelessness:</b> Report to Council on options for enhanced response to help address homelessness, including improved coordination with the County.	X			Presented at the 05/10 CC meeting.
5. By Feb. 15, 2022	PD & PW	<b>Crime and Car Accident Report for 2021:</b> Report to Council on crime statistics and vehicle accident data, including car and pedestrian collisions, and trends.	X			Presented at the 03/01 CC meeting.
6. By Feb. 15, 2022	PD	<b>Waterfront Safety:</b> Provide Budget Response Report to Council on enhancing safety at the waterfront, with options for operational and capital improvements.	X			Submitted on 02/15 as Mid-Year BRR.
7. By July 1, 2022	PW	<b>Artesia Blvd. Left Turn Pockets:</b> Complete redesign of left turn lanes/pockets along Artesia Blvd.		X		
8. By April 19, 2022	FD & CM working with the RBFA	<b>County Fire Study:</b> Review the scope of contract fire services to be studied by Los Angeles County with the RB Fire Association and provide a report to Council for consideration of approval of the request for completion of a County Fire Study.	X			Presented at the 04/19 CC meeting.

**GOAL 6: Enhance the Delivery of City Services**

WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By June 7, 2022	LIB, PW & IT	<b>Library Self-Serve Hours:</b> Report to Council on benefits and feasibility of library self-serve program at north branch.		X		
2. By May 17, 2022	CM, PW & HR	<b>Public Works Employee Retention:</b> Develop a plan to attract and retain public works employees and present to Council.		X		Funding provided at Mid-Year. Plan/policy in negotiations.
3. By July 5, 2022	ATCM & IT	<b>Transition More City Services to Online:</b> Provide a report to Council on options to continue and expand the plan to transition public-facing City services online.		X		
4. By July 26, 2022	CM, CA & CC	<b>Code of Conduct:</b> Develop a code of conduct for Commissioners and present it to Council for consideration of approval.		X		
5. By March 15, 2022	CM, CA & CC	<b>Campaign Finance Reform:</b> Report to Council on possible updates to campaign finance ordinance and enforcement options.	X			Report provided on 04/01. Direction given on Ordinance modifications and go forward investigation process.
6. By April 5, 2022	FS, CT & CC	<b>Moss Adams Review:</b> Report to Council on status of Moss Adams findings and next steps.	X			Report (w/ Moss Adams) presented at the 04/05 CC meeting.
7. By April 19, 2022	PW	<b>Traffic Calming Policies:</b> Report to City Council on policy changes that would accelerate the implementation of traffic calming improvements.	X			Presented to PW Commission on 03/28. Will be presented to CC on 05/17.
8. By June 7, 2022	PW	<b>Digital Speed Limit Feedback Signs:</b> Provide a Budget Response Report on cost to install radar feedback signs and collect data.		X		



# Administrative Report

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H.8., File # 22-4157

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**

**From: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER**

## **TITLE**

APPROVE A LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR CITY USE OF THE SCE RIGHT-OF-WAY LOCATED AT HERONDO STREET AND CATALINA AVENUE FOR A TOTAL EXPENSE OF \$15,102.71 AND A FIVE-YEAR TERM FROM JUNE 1, 2022 THROUGH MAY 31, 2027

## **EXECUTIVE SUMMARY**

Southern California Edison (SCE) owns two parcels of land located along Herondo Street and Catalina Avenue. The majority of this 5.1-acre site is vacant with the exception of six power transmission poles, associated power lines, and a few soil retaining structures. The attached License Agreement with SCE provides the City access/use of the site and allows for the development of passive park space. The License Agreement has a term of five (5) years, commencing on June 1, 2022. The City will pay SCE a total license fee of \$15,102.71 for the five-year term.

## **BACKGROUND**

In September 2019, Southern California Edison (SCE) completed a Method of Service study to determine the feasibility of removing the power lines along SCE's 190<sup>th</sup> Street right-of-way. The study verified that the lines along the 190<sup>th</sup> corridor can be removed or relocated once the AES power plant is retired; this finding opened the opportunity for the City to consider developing the right-of way into a greenbelt and passive open space.

In April 2021, the City entered into preliminary discussions with SCE regarding the potential licensing of their right-of-way space located along Herondo Street and Catalina Avenue (License Site). The majority of the 5.1-acre License Site is vacant with the exception of six power poles, associated 220-kv and 66-kv transmission lines, and a few soil retaining structures. Currently, the License Site is covered in both invasive and native vegetation with dispersed mounds of foreign soil and other mixed dirt material. It remains underutilized except for occasionally serving as an overflow parking lot during large community events or for construction project staging.

In July 2021, the City submitted the land license application and required supporting documentation to the SCE Vegetation & Land Management Division. The City proposed to activate the License Site by installing walking paths, educational signage, and native landscaping. The City's application and proposal were accepted and approved in April 2022. Attached is the License Agreement for the License Site which carries a 5-year term and a license fee of \$15,102.71 for the entire term.

As part of the Strategic Plan, staff has engaged the services of a landscape design firm to develop conceptual design options for the License Site. This item will be brought to Council for discussion in June 2022.

**COORDINATION**

The License Agreement was approved as to form by the City Attorney's Office. Insurance requirements included in the agreement have been approved by the City's Risk Manager.

**FISCAL IMPACT**

Funding for the \$15,102.71 five-year License Agreement fee was approved as part of the FY 2021-22 Mid-Year Budget updated, via Decision Package #17.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

SCE License Agreement - Herondo Street and Catalina Avenue  
License Site Map



# Administrative Report

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H.8., File # 22-4157

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**

**From: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER**

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*Mike Witzansky, City Manager*

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License Site Map

CITY OF REDONDO BEACH

T E M P O R A R Y  
L I C E N S E A G R E E M E N T  
I N D E X O F A R T I C L E S

- 1. USE
- 2. TERM
- 3. CONSIDERATION
- 4. INSURANCE
- 5. LICENSOR'S USE OF THE PROPERTY
- 6. LICENSEE'S IMPROVEMENTS
- 7. LICENSEE'S PERSONAL PROPERTY
- 8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
- 9. ACCESS AND CLEARANCES
- 10. PARKING
- 11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
- 12. FLAMMABLES, WASTE AND NUISANCES
- 13. PESTICIDES AND HERBICIDES
- 14. HAZARDOUS WASTE
- 15. SIGNS
- 16. FENCING AND EXISTING FIXTURES
- 17. PARKWAYS AND LANDSCAPING
- 18. IRRIGATION EQUIPMENT
- 19. UNDERGROUND TANKS
- 20. UNDERGROUND FACILITIES
- 21. UTILITIES
- 22. TAXES, ASSESSMENTS AND LIENS
- 23. EXPENSE
- 24. ASSIGNMENTS
- 25. COMPLIANCE WITH LAW
- 26. GOVERNING LAW
- 27. INDEMNIFICATION
- 28. TERMINATION
- 29. EVENTS OF DEFAULT
- 30. REMEDIES
- 31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
- 32. LIMITATION OF LIABILITY
- 33. NON-POSSESSORY INTEREST
- 34. WAIVER
- 35. AUTHORITY

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Licensor/Licensee

- 36. ELECTRIC AND MAGNETIC FIELDS
- 37. INDUCED VOLTAGES
- 38. NOTICES
- 39. RECORDING
- 40. COMPLETE AGREEMENT
- 41. SIGNATURE AUTHORITY
- 42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

PARK USE

TREES

BICYCLE PATH

TREES/LANDSCAPING

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Licensor/Licensee

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement") is entered into by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF REDONDO BEACH, called "Licensee";

WHEREAS, Licensor is the owner of that certain real property located in Redondo Beach, CA, known as Assessor's Parcel Numbers 7503-014-803 and 7503-014-805 ("Property"), as [described/depicted] on Exhibit A attached hereto;

WHEREAS, Licensee desires to license the Property for walking path and landscape beautification;

WHEREAS, Licensor is willing to license the Property to Licensee for a temporary period of time, with both parties recognizing that the license may be terminated early by Licensor for any reason, including the need to use the Property for the decommissioning of the adjacent power plant;

WHEREAS, Licensee is willing to accept the license on the terms and conditions contained herein;

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license (the "License") to use the Property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth and subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

**Acknowledgment of License and Disclaimer of Tenancy**

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.

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Licensor/Licensee

- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor’s grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

1. Use: Licensee will use the Property for walking path and landscape beautification purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee’s use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of June, 2022 and ending on the last day of May, 2027. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Fifteen Thousand One Hundred Two and 71/100 Dollars (\$15,102.71) upon the execution and delivery of this Agreement for the full term of this Agreement. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor.

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

Initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers’ Compensation with statutory limits, under the laws of the State of California and Employer’s Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees

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Licensor/Licensee

as additional insureds, but only for Licensee’s negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Walking path and landscape beautification use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 “Notices”, at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days’ prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor’s activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee’s conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor’s existing or potential operating needs or Licensee’s proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor’s use of the Property.

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Licensor/Licensee

Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee’s risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor’s right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee’s personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor’s personal property arising out of Licensee’s activities on the Property, including its use and/or removal of Licensee’s personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee’s personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee’s personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party’s personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

<b>Vehicle/ Equipment Vertical Clearance</b>	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee’s expense, any tree and/or other planting.

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Licensor/Licensee

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or

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Licensor/Licensee

shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee’s use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

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23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.

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- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee’s activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee’s Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee’s sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee’s use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee’s personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal

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property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee’s personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee’s personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee’s use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor’s initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

**IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR’S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR’S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE’S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.**

**FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE’S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.**

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor’s acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor’s termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor’s own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor’s service to its patrons or consumers, it shall appear necessary or desirable to do so.

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Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor’s rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields (“EMF”): There are numerous sources of power frequency electric and magnetic field (“EMF”), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the “Structures”) in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as “Induced Voltages”) unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor’s own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

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38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company  
Vegetation & Land Management  
Land Management – Metro Region  
2 Innovation Way  
Pomona, CA 91768

To Licensee: City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277

Business Telephone No. (310) 318-0670

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By \_\_\_\_\_

ARYN REYNOLDS  
Real Estate Specialist  
Land Management – Metro Region  
Vegetation & Land Management

\_\_\_\_\_  
Date

LICENSEE:

CITY OF REDONDO BEACH

By \_\_\_\_\_

William C. Brand, City Mayor

\_\_\_\_\_  
Date

By \_\_\_\_\_

Eleanor Manzano, City Clerk

\_\_\_\_\_  
Date

By \_\_\_\_\_

Michael W. Webb, City Attorney

\_\_\_\_\_  
Date

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**APPENDIX**

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as “Licensor” for consideration and approval *prior to the start of any construction on “Licensor” property.*

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent “Licensor” towers, poles, guy wires or other “Licensor” facilities.

The plan must show the locations of all “Licensor” towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a “north arrow” and the Licensee’s name.

SHADE STRUCTURES

*(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)*

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor’s access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50-foot radius around suspension tower legs, H-Frames and poles
  - c. 100-foot radius around dead-end tower legs, H-Frames and poles
  - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor’s access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50-foot radius around suspension tower legs, H-Frames and poles
  - c. 100-foot radius around dead-end tower legs, H-Frames and poles
  - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

*(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)*

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor’s access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 -foot radius around suspension tower legs, H-Frames and poles

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- c. 100-foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
- b. Maximum length: 40 feet
- c. Maximum height: 15 feet
- d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor’s access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50-foot radius around suspension tower legs, H-Frames and poles
  - c. 100-foot radius around dead-end tower legs, H-Frames and poles
  - d. 25-foot radius around anchors/guy wires, poles and wood poles
  - e. Under or within 10 feet of the conductor “drip lines”

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor’s access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 - foot radius around suspension tower legs, H-Frames and poles
  - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor’s prior written approval.

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A D D E N D U M

**PARKING**

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee’s sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the “drip line” of Licensor’s overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or “No Parking” striping may be required to protect Licensor’s structures or in areas where additional clearance is required.
- H. The Licensee’s parking area shall not interfere with the Licensor’s minimum access road requirements.

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A D D E N D U M

**PARK USE**

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

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A D D E N D U M

**BICYCLE PATH**

- A. Licensee must obtain the prior written approval from Licensor for the installation of any bicycle path, including any subsequent modifications. Licensee will maintain the bicycle path at all times in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the bicycle path. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. At Licensee’s expense, Licensee will post signs at all access points to the Property that read: “Bicycles Only. No Other Uses Permitted.”
- D. At Licensee’s expense, Licensee will post signs at all access points to the Property that read: “No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV’s or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead.”
- E. Licensee must close the path at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor’s facilities. If it is necessary to close the path for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- F. At Licensee’s expense, Licensee will install removable post-type barriers designed to accommodate Licensor’s locks, to prevent unauthorized vehicular use or parking on the Property, including but not limited to, motorcycles, off-road vehicles, and “all-terrain” vehicles.
- G. Licensee is responsible for all erosion control in connection with the construction, operation, maintenance, and use of the bicycle path, including but not limited to, water flowing onto lands of others. Licensee will perform any work deemed necessary by Licensor to correct any damage to the Property or the lands of others.
- H. Use of the Property is a joint use with Licensor and other tenants of Licensor. Licensor may use the bicycle path at any time for access to its facilities.

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ADDENDUM

**TREES**

1. Licensee agrees and accepts full responsibility for the maintenance and/or removal of existing trees/shrubs located on the licensed property. All costs associated with the maintenance and/or removal of trees/shrubs will be the sole burden of Licensee.
2. Periodically, the licensed area will be inspected by Licensor, and upon determination that any tree/shrub requires trimming or removal; Licensee will be notified and provided with a cost estimate for the required work to be done by Licensor's contractor.
3. Licensee has the option of using Licensor's contractor or choosing their own; however failure of Licensee to contact Licensor within 30 days of notice indicating their choice, will result in licensor's contractor performing the work and billing Licensee for the costs. Should Licensee decide to perform the work, all work must be completed within 60 days of written notice. Failure to do so will result in Licensor's contractor performing the work and billing Licensee.
4. Trees/shrubs will be maintained at maximum 15' height limit. Failure to do so will require removal at Licensee's expense.
5. Upon expiration or cancellation of License Agreement, or sale of your adjacent property to a new owner, Licensee agrees to remove all trees/shrubs at the sole expense of Licensee.
6. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees/shrubs within licensed area.

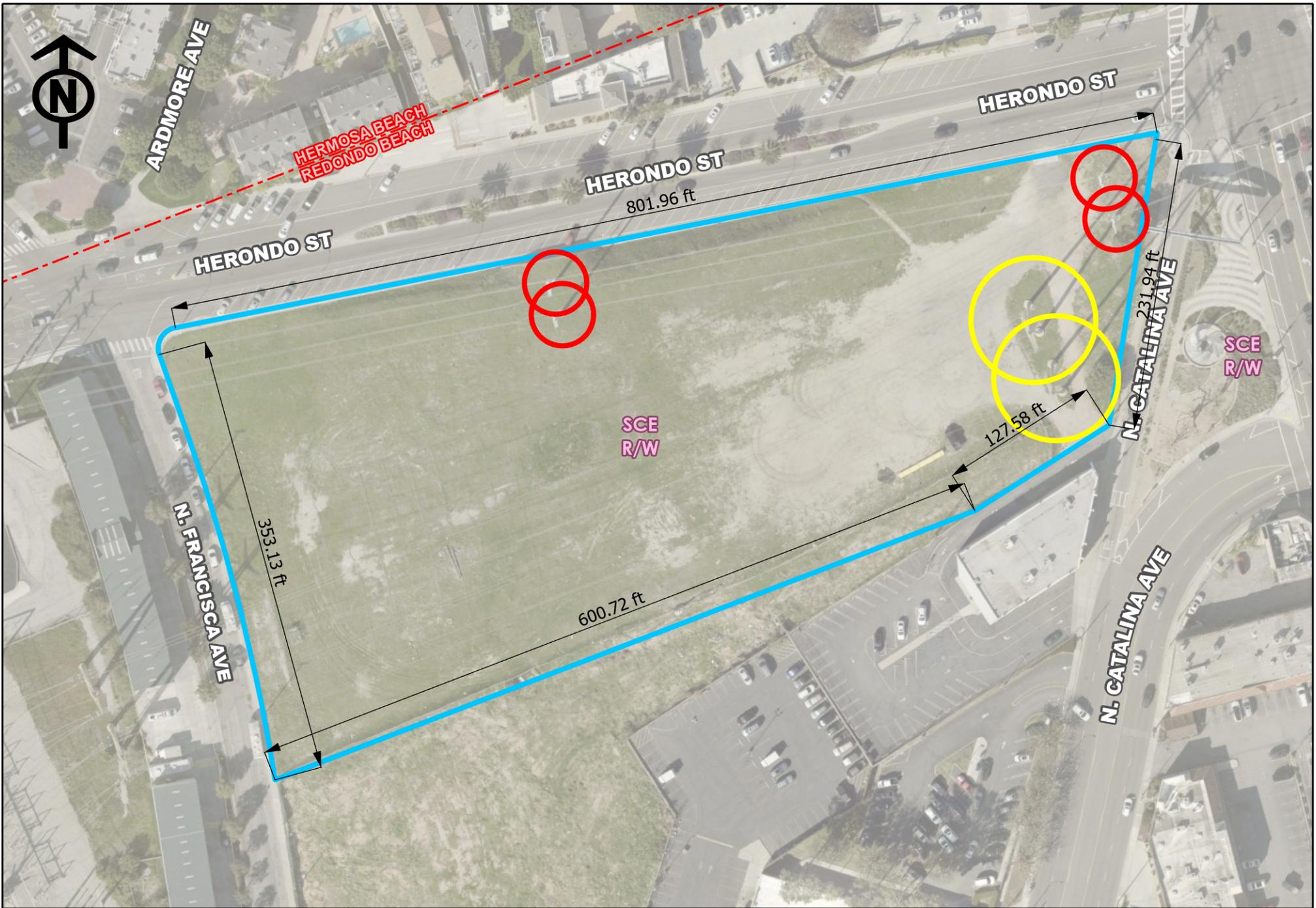
Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

ADDENDUM

**TREES/LANDSCAPING**

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee’s risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor’s contractor performing the work, Licensee will be billed by Licensor for the contractor’s expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee’s expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor’s land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee



**SCE PARCELS**  
**7503-014-803 & 7503-014-805**  
**Sq Ft ~230,402**

- ▭ Licensing Area
- 50' Radius
- 25' Radius
- ▭ City Boundary



# Administrative Report

H.9., File # 22-4072

Meeting Date: 5/17/2022

**To: MAYOR AND CITY COUNCIL**

**From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-029, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO MONICA QUINTERO, AN INDIVIDUAL

APPROVE THE LEASE WITH MONICA QUINTERO, AN INDIVIDUAL, FOR A MONTHLY MINIMUM RENT OF \$2,306.25 AND A TERM OF MAY 17, 2022 THROUGH MAY 16, 2027

## **EXECUTIVE SUMMARY**

In March 2012, the City purchased the Pier Plaza leasehold and began the process of direct leasing to various tenants. Pier Plaza is comprised of several buildings totaling approximately 75,000 square feet of office and retail uses. The proposed office lease with Monica Quintero, an individual, is for the space at 107 W. Torrance Boulevard., Suite 202. The lease area totals approximately 1,025 square feet.

The proposed lease is for 60 months with the City retaining the option to terminate the lease with a twelve (12) month prior written notice. Monthly rental revenue to the City's Harbor Uplands Fund will be \$2,306.25, or approximately \$2.25 per square foot, with a 3% increase on the anniversary date each year thereafter.

## **BACKGROUND**

The Pier Plaza leasehold is comprised of buildings 103 to 131 West Torrance Boulevard (on the top level of the Pier Parking Structure) and totals approximately 75,000 square feet of space. The property is comprised almost entirely of office uses; with the lone exception being a restaurant use of less than 4,000 square feet. The proposed lease with Monica Quintero, an individual ("Tenant") is for the office space at 107. W. Torrance Boulevard, Suite 202 ("Premises"). The lease area totals approximately 1,025 square feet.

Monica Quintero is the founder of the women's clothing company Pink Poison, which also operates under the name of Demi Loon. The company's office and manufacturing have been based in Los Angeles for approximately 10 years. The company's designs are known for their unique and edgy gothic clothing line which can be purchased at various retailers or directly through the company's website.

The proposed lease carries a sixty (60) month term of \$2,306.25, or approximately \$2.25 per square

foot, which is consistent with other similar office leases in the waterfront and broader market. The lease contains a provision that escalates the rent at 3% per year for the remaining term of the lease. The City retains the right to terminate the lease with a twelve-month written notice. The lease is personally guaranteed by Monica Quintero and requires a security deposit of \$2,500 that will be kept on file.

As the Landlord, the City will initially make standard tenant improvements to the space comprised of painting and new carpeting for a total cost not to exceed \$4,000.

**COORDINATION**

The Waterfront and Economic Development Department collaborated with the City Attorney's Office on this report. The City Attorney's Office has approved the document as to form.

**FISCAL IMPACT**

Lease revenue from the property will accrue to the City's Harbor Uplands Fund. The proposed lease will result in a monthly rent of \$2,306.25 with an annual total of \$27,675. Annual increases of 3% over the five-year term will result in revenue to the Uplands Fund of approximately \$147,000.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

Resolution No. CC-2205-029

Lease between the City of Redondo Beach and Monica Quintero, an individual



# Administrative Report

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H.9., File # 22-4072

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**

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**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

Resolution No. CC-2205-029

Lease between the City of Redondo Beach and Monica Quintero, an individual

**RESOLUTION NO. CC-2205-029**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO MONICA QUINTERO, AN INDIVIDUAL**

WHEREAS, Section 2-21.01, Chapter 21, Title 2, of the Redondo Beach Municipal Code provides that any lease of public land owned or controlled by the City of Redondo Beach, or by any department or subdivision of the City, shall be administratively approved by resolution; and

WHEREAS, the City Council shall approve the subject lease only upon the making of certain findings.

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

SECTION 1. That the City Council of the City of Redondo Beach approves the lease with Monica Quintero, an individual, ("Lease") for the property commonly located at 107 W. Torrance Blvd., Suite 202, Redondo Beach, CA 90277, consisting of approximately 1,025 rentable square feet, as further detailed in the Lease attached hereto as Exhibit "A" and incorporated herein as set forth in full.

SECTION 2. That the City Council of the City of Redondo Beach hereby finds:

1. The Lease will result in a net economic or other public benefit to the City of Redondo Beach or the general public; and
2. The granting of the Lease is consistent with and will further the fiscal, budgetary and applicable economic development, social, recreational, public safety or other applicable adopted policies of the City; and
3. The Lease, and all land uses and development authorized by the Lease, are consistent with all applicable provisions of the general plan, the Coastal Land Use Plan where applicable, and the applicable zoning ordinances of the City; and
4. The Lease and all land uses and development authorized by the Lease, are consistent with and will carry out the goals, standards and policies of any specific plan applicable to the Lease property; and
5. The Lease and its purposes are consistent with all other applicable provisions of law; and
6. The Lease and all land uses and development authorized by the Lease are consistent with terms of and will further the purposes of the grant from the State and all applicable laws and agreements governing use of the land; and
7. The Lease shall not exceed sixty-six (66) years.

PASSED, APPROVED AND ADOPTED this 17<sup>th</sup> day of May, 2022.

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
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-2205-029 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 17<sup>th</sup> day of May, 2022, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

# EXHIBIT A

**OFFICE LEASE**

**BETWEEN**

**CITY OF REDONDO BEACH,  
A CHARTERED MUNICIPAL CORPORATION**

**LANDLORD**

**AND**

**MONICA QUINTERO  
AN INDIVIDUAL**

**TENANT**

**DATED AS OF**

**MAY 17, 2022**

**PIER PLAZA, REDONDO BEACH, CALIFORNIA 90277**

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- Exhibit “B” - Lease Confirmation
- Exhibit “C” - Rules and Regulations
- Exhibit “D” - Parking Fee Schedule
- Exhibit “E” – Guaranty
- Exhibit “F” - Initial Leasehold Improvements
- Exhibit “G” - Memorandum of Lease

## OFFICE LEASE

### 1. Parties

This Office Lease Agreement ("Lease") is made and entered into by and between the **City of Redondo Beach**, a Chartered Municipal Corporation ("Landlord" or "City"), and **Monica Quintero, an individual** ("Tenant") as of **May 17, 2022**.

2. **Summary of Basic Terms:** As used in this Lease, the following terms shall have the meanings set forth below, subject to the qualifications, adjustments and exceptions set forth elsewhere in this Lease. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail.

(a) **Premises:** The space located at **107 W. Torrance Blvd.,#202** Redondo Beach, CA 90277 consisting of approximately **1,025** rentable square feet.

(b) **Building:** The office buildings located at 103-131 W. Torrance Blvd, Redondo Beach, CA 90277, including all plazas, lobbies, landscaped areas, office and commercial space.

(c) **Land:** The parcel(s) of land upon which the Building is located, including common areas. Land is herein sometimes referred to as the "Real Property".

(d) **Permitted Use:** General office and for no other use.

(e) **Lease Term: 5 years (60 months).** Landlord will retain the sole option to terminate the lease upon 12 months' prior written notice.

(f) **Commencement Date:** **May 17, 2022.**

(g) **Expiration Date:** **May 16, 2027;** subject to Landlord's Right to Terminate upon written notice or relocation as described in subsection (h).

(h) **Right to Terminate:** Notwithstanding any other provision of this Lease, Landlord shall have the right to terminate this Lease, upon 12-month prior written notice of the early termination date to Tenant.

(i) **Monthly Rent:** **\$2,306.25** (Approximately **\$2.25** per square foot Base Rent shall increase by three percent (3%) on the first anniversary of the Commencement Date and annually thereafter. 150% holdover rent.

(j) **Rentable Area of Premises:** Approximately **1,025** gross square feet.

(k) **Parking:** Parking shall be at such rates and terms set by Landlord from time to time in

accordance with Article 28 and Exhibit “D”.

- (l) **Operating Expense Base Year:** 2022. See Section 8 of the Lease for definitions.
- (m) **Tenant's Share of Operating Expenses:** 1.53% per Article 8 of this Lease.
- (n) **Tenant Improvements:** \$3.90 per square foot but not to exceed \$4,000.00 total for interior Tenant Improvements.
- (o) **Security Deposit:** \$ 2,500.00
- (p) **Tenant's Guarantor:** Monica Quintero
- (q) **Landlord's Address for Notices:** 107 W. Torrance Blvd, Suite #200, Redondo Beach, CA 90277, Attn: Property Manager
- (r) **Tenant's Addresses for Notices:** 107 W. Torrance Blvd., #202 Redondo Beach, CA 90277, Attn: Monica Quintero
- (s) **Tenant's Affiliates:** All affiliates, directors, officers, shareholders, partners, agents, employees, invitees, customers, successors and assigns of Tenant.
- (t) **Landlord's Affiliates:** All officers, employees, elected and appointed officials, volunteers, invitees, successors, and assigns of the City.
- (u) **Liabilities:** All losses, damages, expenses, claims, demands, causes of action, lawsuits (whether at law, equity, or both), proceedings, injuries, liabilities, judgments, and costs (including, but not limited to, attorneys' fees and costs, and expert witness fees), and penalties, and liens of every nature (whether or not suit is commenced or judgment entered).
- (v) **Landlord's Broker:** BC Urban.
- (w) **Tenant's Broker:** N/A

**3. Demise and Term.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to all of the terms, covenants and conditions in this Lease. The Premises are leased for the Lease Term, which, subject to Article 4 below, shall commence on the Commencement Date and shall expire on the Expiration Date, unless sooner terminated pursuant to Landlord's Right to Terminate or otherwise under the provisions of this Lease.

**4. Possession.**

4.1 **Delivery of Possession.** The Premises shall be delivered to Tenant in its current "AS-IS" condition with exception to items in Exhibit “F”, if applicable. If Landlord cannot deliver possession of the Premises to Tenant by the Commencement Date this Lease will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting from such delay.

Notwithstanding anything to the contrary contained herein, Landlord will not be obligated to deliver possession of the Premises to Tenant until Landlord has received from Tenant all of the following: (i) a copy of this Lease fully executed by Tenant and the guaranty of Tenant's obligations under this Lease, if any, executed by the Guarantor(s); (ii) the Security Deposit, if any, and the first installment of Monthly Basic Rent; and (iii) copies of policies of insurance or certificates thereof as required under Article 15 of this Lease.

4.2 Delays Caused by Tenant. Notwithstanding anything to the contrary in Article 4.1, if Landlord's failure to deliver possession of the Premises results from Tenant and/or Tenant's Affiliates' acts or omissions (including delays caused by Tenant's failure to supply the items referred to in Article 4.1), then the Commencement Date shall be the date stated in Article 2(f) of this Lease notwithstanding the Tenant and/or Tenant's Affiliates' delay. In no event shall the Lease Term be extended by any such delay. Tenant shall owe the amount of the Monthly Rent and Additional Rent from the Commencement Date.

## 5. Condition of Premises.

5.1 Condition of Premises. Tenant hereby agrees and warrants that it has investigated and inspected the condition of the Premises, Building, and their suitability for Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises, the Building, or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor Landlord's Affiliates has made any representations or warranty with respect to the Premises, the Building, their condition, or with respect to the suitability for Tenant's business. Tenant hereby agrees that the Premises shall be taken "AS-IS", "with all faults" and Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, unless provided in Article 11 below. Tenant, at its sole expense, shall keep the Premises and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease Term, surrender the Premises to Landlord in good condition.

## 6. Rent.

6.1 Monthly Rent. Tenant shall pay to Landlord as rent for the Premises the Monthly Rent as set forth in Article 2(i). The Monthly Rent shall be payable in advance on or before the first day of the first full calendar month of the Lease Term and on or before the first day of each successive calendar month thereafter during the Lease Term, except that the Monthly Rent for the first full calendar month of the Lease term and any prorated term shall be paid upon the execution of this Lease. The Monthly Rent for any period during the Lease Term which is for less than one (1) month shall be prorated based on a thirty (30)-day month. The Monthly Rent and all other rent hereunder shall be paid without prior notice or demand, without deduction or offset in lawful money of the United States of America which shall be legal tender at the time of payment, at the office of the Building or to another person or at another place as Landlord may from time to time designate in writing.

6.2 Additional Rent. The term "**Additional Rent**" means all other amounts payable by Tenant under this Lease (whether or not designated as Additional Rent), including without

limitation Operating Expenses, taxes, insurance and repairs. The term “**Rent**” shall mean Monthly Rent and Additional Rent. Landlord shall be entitled to exercise the same rights and remedies upon default in the Additional Rent payments as Landlord is entitled to exercise with respect to defaults in Monthly Rent payments.

7. **Security Deposit.** If required, upon the execution of this Lease, Tenant shall deposit the Security Deposit with Landlord as set forth in Article 2(o) above. The Security Deposit shall be held by Landlord as security for the performance of all of Tenant's obligations during the Lease Term. Upon any default by Tenant under this Lease, Landlord may, but shall not be obligated to, use, apply or retain all or any part of the Security Deposit for the payment of any Rent in default, or any other Liabilities which Landlord may incur as a result of or in connection with Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its previous amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to receive interest on the Security Deposit. If Tenant complies with all of the provisions of this Lease and is not then in default hereunder, the unused portion of the Security Deposit shall be returned to Tenant within thirty (30) days after the expiration or sooner termination of the Lease Term and surrender of the Premises to Landlord in the condition required hereunder.

8. **Operating Expenses.**

8.1 **Definitions.** As used in this Lease, the following terms have the meanings set forth below:

(a) **Comparison Year:** Each calendar year after the Base Year, all or any portion of which falls within the Lease Term.

(b) **Operating Expenses:** All costs and expenses of operating, maintaining and repairing the common areas, Building and the Land, including, but not limited to: water and sewer charges; insurance premiums for all insurance policies deemed necessary by Landlord; deductible amounts under insurance policies; janitorial services; wages of Landlord's employees engaged in the operation, maintenance or repair of the Building or the Land, including all customary employee benefits, Worker's Compensation and payroll taxes; reasonable management fees or, if no managing agent is retained for the Building, a reasonable sum in lieu thereof which is not in excess of the prevailing rate for management services charged by professional management companies for the operation of similar buildings; legal, accounting and other consulting fees; the cost of air conditioning, heating, ventilation, plumbing, electricity, water, sewer and other services and utilities serving common areas; elevator maintenance; capital improvements and replacements to all or any portion of the Building and the Land made after completion of the Building, appropriately amortized over the useful life of such improvements; all costs and expenses incurred by Landlord and interest on any funds borrowed to pay the cost of any capital improvements as a result of or in order to comply with any Laws, including, but not limited to, Laws pertaining to energy, natural resources conservation, safety, environmental protection; supplies, materials, equipment and tools; and maintenance and repair of all common areas. Operating Expenses do

not include the depreciation on the existing Building and improvements, loan payments, executive salaries, real property and other taxes (see article 26 or real estate broker's commission).

8.2 Payment for Increases in Operating Expenses. The following shall be deemed increases in Operating Expenses.

(a) Increase from Base Year. If the Operating Expenses paid or incurred by Landlord in any Comparison Year increase over the Operating Expenses paid or incurred for the Base Year, Tenant shall pay, as Additional Rent, commencing on the Commencement Date of this Lease, Tenant's Share of the increase in the manner set forth in this Article.

(b) Property at Less Than 95% Capacity. If, during any period in a Comparison Year, less than ninety-five percent (95%) of the Building is rented the Operating Expenses for that Comparison Year shall be adjusted to what the Operating Expenses would have been if ninety-five percent (95%) of the Building had been rented throughout that Comparison Year.

(c) Prorated Operating Expenses. Tenant's Share of increases in Operating Expenses shall be prorated for any partial Comparison Year which falls within the Lease Term.

8.3 Manner of Payment. Landlord shall deliver to Tenant a statement showing Landlord's reasonable estimate of the Operating Expenses for each Comparison Year and the amount of Tenant's Share of any increase in Operating Expenses based on such estimate. Commencing as of the first day of each Comparison Year, Tenant shall pay to Landlord, at the times and in the manner provided herein for the payment of Monthly Rent, the monthly portion(s) of Tenant's Share of any increases as shown by Landlord's statement. If Landlord's statement is furnished after January 1<sup>st</sup> of a Comparison Year, then on or before the first day of the first calendar month following Tenant's receipt of Landlord's statement, in addition to the monthly installment of Tenant's Share of any increases due on that date, Tenant shall pay the amount of Tenant's Share of any increases for each calendar month or fraction thereof that has already elapsed in such Comparison Year.

8.4 Final Statement. After the end of each Comparison Year (including the Comparison Year in which the Lease Term terminates), Landlord shall deliver to Tenant a reasonably detailed final statement of the actual Operating Expenses for such Comparison Year. Within ten (10) days of delivery of each final statement, Tenant shall pay Landlord the amount due for Tenant's Share of any increases in the Operating Expenses. Tenant shall have Sixty (60) days after delivery of Landlord's final statement to object in writing to the accuracy of the statement. If Tenant does not object within such Sixty (60)-day period, Landlord's final statement shall be conclusive and binding on Tenant. Objections by Tenant shall not excuse or abate Tenant's obligation to make the payments required under this Article pending the resolution of Tenant's objection. Any credit due Tenant for overpayment of Tenant's Share of any increases in the Operating Expenses shall be credited against the installments of Monthly Rent next coming due. However, overpayments for the Comparison Year in which the Lease Term terminates shall be refunded to Tenant within Sixty (60) days after the expiration of the Lease Term.

**9. Use of Premises.**

9.1 Permitted Use. Tenant shall use the Premises only for the Permitted Use set forth in Article 2(d) (the “Permitted Use”) and for no other use or purpose, unless first approved in writing by Landlord, which approval Landlord may withhold in its sole discretion.

9.2 Restrictions on Use. Tenant agrees that it shall not cause or permit any of the following in or about the Premises

(a) Increase the existing rate of, cause the cancellation of or otherwise adversely affect any casualty or other insurance for the Building or any part thereof or any of its contents;

(b) Impair the proper and economic maintenance, operation and repair of the Building or any portion thereof;

(c) Obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them;

(d) Cause any nuisance in or about the Premises or the Building;

(e) Commit or allow any waste to be committed to the Premises or the Building.

Tenant shall not use or allow any part of the Premises to be used for the storage, manufacturing or sale of food or beverages, or for the manufacture or auction or merchandise of goods or property of any kind, or as a school or classroom, or for any unlawful or objectionable purpose.

9.3 Prohibited Uses. Notwithstanding Articles 2(d) and 9, in no event shall the Premises be used for any exclusive use granted by Landlord to other tenants of the Premises prior to the date of this Lease, or any prohibited use in effect for the Premises prior to or subsequent to the date of this Lease.

**10. Compliance with Laws.**

10.1 Compliance with Laws. Tenant shall not use the Premises or permit anything to be done in or about the Premises, the Building or the Land which will in any way conflict with any law, statute, ordinance, code, rule, regulation, requirement, license, permit, certificate, judgment, decree, order or direction of any governmental or quasi-governmental authority, agency, department, board, panel or court now in force or which may hereafter be enacted or promulgated (singularly and collectively "Laws"). Tenant shall also comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. Tenant shall, at its sole expense and cost, promptly comply with all Laws and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises.

10.2 Tenant shall not be required to make structural changes to the Premises unless they arise or are required because of or in connection with Tenant's specific use of the Premises, or the type of business conducted by Tenant in the Premises, or Tenant's Alterations or Tenant's acts or omissions. Tenant shall obtain and maintain in effect during the Lease Term all licenses and permits required for the proper and lawful conduct of Tenant's business in the Premises, and shall at all times comply with such licenses and permits. The judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding (whether Landlord is a party or not) that Tenant has violated any Laws shall be conclusive of that fact as between Landlord and Tenant.

10.3 Nondiscrimination. Tenant hereby certifies and agrees that, in all matters affecting this Lease, it will comply with all applicable federal, State, and local laws and regulations prohibiting discrimination of any kind, including but not limited to, the Federal Civil Rights Act of 1964, Unruh Civil Rights Act, Cartwright Act, State Fair Employment Practices Act, and Americans with Disabilities Act.

10.4 Employment Records. All employment records shall be open for inspection and reinspection by Landlord at any reasonable time during the term of this Lease for the purpose of verifying the practice of nondiscrimination by Tenant in the areas heretofore described.

10.5 Hazardous Materials.

(a) Tenant shall not cause or permit any Hazardous Material(s) (as defined in this Article) to be brought, kept or used in or about the Building by Tenant, Tenant's Affiliates, contractors provided Tenant may use and store normal quantities of products used for office purposes (such as toner, cleaning solvents or the like) as long as the same are used in compliance with applicable Laws. Tenant indemnifies Landlord and Landlord's Affiliates from and against any breach by Tenant of the obligations stated in the preceding sentence, and agrees to defend and hold Landlord and Landlord's Affiliates harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Building, damages for the loss or restriction or use of rentable or usable space or of any amenity of the Building, damages arising from any adverse impact or marketing of space in the Building, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise or accrue during, or are attributable to, the term of this Lease as a result of such breach. This indemnification of Landlord and Landlord's Affiliates by Tenant includes without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material(s) present in the soil or ground water on or under the Building. Without limiting the foregoing, if the presence of any Hazardous Material(s) on the Building caused or permitted by Tenant and/or Tenant's Affiliates results in any contamination of the Building, Tenant shall promptly take all actions at its sole expense as are necessary to return the Building to the condition existing prior to the introduction of any such Hazardous Material(s) and the contractors to be used by Tenant must be approved by the Landlord, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Building and so long as such actions do not materially interfere with the use and enjoyment of the Building by the other tenants

thereof; provided however, Landlord shall also have the right, by notice to Tenant, to directly undertake such mitigation efforts with regard to Hazardous Material(s) in or about the Building due to Tenant's breach of its obligations pursuant to this Section, and to charge Tenant, as Additional Rent, for the costs thereof.

(b) Landlord covenants and agrees that in the event any unlawful levels of Hazardous Material(s) exist or are introduced in, on or about the Building, due to other than the actions or inaction of Tenant or Tenant's Affiliates, assignees, sublessees, licensees, or contractors, and any such Hazardous Material(s) are reasonably potentially injurious to Tenant's health, safety or welfare, or if any such unlawful levels of Hazardous Material(s) substantially interfere with Tenant's use of the Premises, Landlord shall, if required by applicable Laws, diligently commence to remove, restore, remediate or otherwise abate such Hazardous Material(s) in compliance with all Laws pertaining to Hazardous Material(s).

(c) It shall not be unreasonable for Landlord to withhold its consent to any proposed transfer under Article 17 if (i) the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment, or disposal of Hazardous Material(s); (ii) the proposed transferee has been required by any prior landlord, lender, or governmental authority to take remedial action in connection with Hazardous Material(s) contaminating a property if the contamination resulted from such transferee's actions or use of the Property in question; or (iii) the proposed transferee is subject to an enforcement order issued by any governmental authority in connection with the use, disposal, or storage of a Hazardous Material(s).

(d) As used herein, the term "**Hazardous Material(s)**" mean any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "**Hazardous Material(s)**" include, without limitation, any material or substance which is (i) defined as "**Hazardous Waste**," "**Extremely Hazardous Waste**," or "**Restricted Hazardous Waste**" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "**Hazardous Substance**" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "**Hazardous Material**," "**Hazardous Substance**," or "**Hazardous Waste**" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as "**Hazardous Substance**" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) regulated by Section 26100 et seq. of the California Health and Safety Code, Division 20, Chapter 18 (Toxic Mold Protection Act of 2001), (viii) listed under Article 9 or defined as Hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "**Hazardous Substance**" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), or (x) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (xi) defined as a "**Hazardous Substance**" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

(e) As used herein, the term "**Laws**" mean any applicable federal, state or local laws, ordinances, or regulation relating to any Hazardous Material affecting the Building, including, without limitation, the laws, ordinances, and regulations referred to in Article 10.4 (d) above.

## **11. Alterations and Additions.**

### **11.1 Landlord's Consent.**

(a) Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "**Alterations**") to the Building or the Premises or any part thereof without the prior written consent of Landlord in each instance.

(b) Landlord will not unreasonably withhold its consent to any Alterations provided and upon the condition that all of the following conditions shall be satisfied: (i) the Alterations do not affect the outside appearance of the Building; (ii) the Alterations are nonstructural and do not impair the strength of the Building or any part thereof; (iii) the Alterations are to the interior of the Premises and do not affect any part of the Building outside of the Premises; (iv) the Alterations do not affect the proper functioning of the heating, ventilating and air conditioning ("**HVAC**"), mechanical, electrical, sanitary or other utilities, systems and services of the Building, or increase the usage thereof by Tenant; (v) Landlord shall have approved the final plans and specifications for the Alterations and all contractors who will perform them; (vi) Tenant pays to Landlord (A) a fee in connection with the Alterations equal to five percent (5%) of the estimated cost of the work and the fee is sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work, and (B) the reasonable costs and expenses actually incurred by Landlord in reviewing Tenant's plans and specifications and inspecting the Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with Laws, including, without limitation, the fees of any architect or engineer employed by Landlord for such purpose; (vii) before proceeding with any Alteration which will cost more than \$10,000 (exclusive of the costs of items constituting Tenant's Property, as defined in Article 11.2), Tenant obtains and delivers to Landlord, at Landlord's option, either: (C) a performance bond and a labor and materials payment bond for the benefit of Landlord, issued by a corporate surety licensed to do business in California, each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Landlord, or (D) such other security as shall be reasonably satisfactory to Landlord. Unless all of the foregoing conditions are satisfied, Landlord shall have the right to withhold its consent to the Alterations in Landlord's sole and absolute discretion.

(c) Not less than twenty (20) days nor more than thirty (30) days prior to commencement of any Alterations, Tenant shall notify Landlord of the work commencement date so that Landlord may post notices of non-responsibility about the Premises. All Alterations must comply with all Laws, the other terms of this Lease, and the final plans and specifications approved by Landlord, and Tenant shall fully and promptly comply with and observe the rules and regulations of Landlord then in force with respect to the making of Alterations. Landlord's review and approval of Tenant's plans and specifications are solely for Landlord's benefit. Landlord shall have no duty toward Tenant, nor shall Landlord be deemed to have made any representation or

warranty to Tenant, with respect to the safety, adequacy, correctness, efficiency or compliance with Laws of the design of the Alterations, the plans and specifications therefore, or any other matter regarding the Alterations.

11.2 Ownership and Surrender of Alterations. Upon their installation, all Alterations, including, but not limited to, wall covering, paneling and built-in cabinetry, but excluding movable furniture, trade fixtures and office equipment ("**Tenant's Property**"), shall become a part of the realty and belong to Landlord and shall be surrendered with the Premises. However, upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord, at Tenant's expense, immediately remove any Alterations made by Tenant which are designated by Landlord to be removed and repair any damage to the Premises caused by such removal.

11.3 Liens. Tenant shall pay when due all claims for labor, materials and services furnished by or at the request of Tenant or Tenant's Affiliates. Tenant shall keep the Premises, the Building and the Land free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the Alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's Affiliates, or any other act or omission of Tenant or Tenant's Affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "**Liens.**") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all Liabilities incurred by Landlord or Landlord's Affiliates in connection with the foregoing. If Tenant fails to keep the Premises, the Building and the Land free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may immediately take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against, all Liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Neither Landlord's curative action nor the reimbursement of Landlord by Tenant shall cure Tenant's default in failing to keep the Premises, the Building and the Land free from Liens.

11.4 Additional Requirements. Alterations shall comply with all Laws. Tenant, at its sole expense, shall obtain and provide to Landlord all necessary permits and certificates for the commencement and performance of Alterations and for final approval thereof upon completion, and shall cause the Alterations to be performed in compliance therewith and with all applicable insurance requirements, and in a good, first-class and workmanlike manner. Landlord shall have all rights to review and approve or disapprove all required submittals in accordance with the Laws, and nothing set forth in this Lease shall be construed as the Landlord's approval of any or all of the applications or plans for the Alterations. Tenant, at its sole expense, shall diligently cause the cancellation or discharge of all notices of violation arising from or otherwise connected with

Alterations, or any other work, labor, services or materials done for or supplied to Tenant or Tenant's Affiliates, or by any person claiming through or under Tenant or Tenant's Affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Building, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Building. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried the Workers' Compensation insurance described in Article 15. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations.

#### 11.5 Compliance with Applicable Prevailing Wage Requirements.

Landlord intends to contribute an amount not to exceed \$2,500 toward the standard paint and building standard carpet installation TI project. Landlord and Tenant acknowledge that this particular TI project is a public work to which prevailing wages apply. Landlord acknowledges that this particular TI work is a "public work," and the following requirements apply to this TI work:

To the maximum extent permitted by law, Tenant shall defend (at Tenant's expense with counsel reasonably acceptable to the Landlord), indemnify and hold harmless the Landlord and its officers, employees, elected or appointed officials, volunteers, contractors and agents from and against any and all loss, demand, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Tenant or any of his subcontractors of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Tenant or any of his subcontractors to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), Tenant shall bear all risks of his and his subcontractors' payment or non-payment of prevailing wages under California law and the implementation of Labor Code Section 1781, as the same may be amended from time to time, and any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Lease.

## 12. Repairs.

12.1 Condition of Premises. As provided in Article 5, the Premises shall be delivered to Tenant in an "AS IS" and "ALL FAULTS" condition and Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof either prior to or during the Lease Term except to the extent expressly provided in Section 12.3

below. By accepting possession of the Premises, Tenant shall be deemed to have acknowledged that the Premises are suitable for its purposes and in good condition and repair. Subject to Section 12.2, Tenant, at its expense, shall keep the Premises and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease Term, surrender the Premises to Landlord and in good condition and repair. Tenant acknowledges and agrees that it has inspected, or prior to the Commencement Date will inspect, the Premises and that Tenant is not relying on any representations or warranties made by Landlord or Landlord's Affiliates regarding the Premises, the Building, or the Land except as may be expressly set forth herein.

12.2 Landlord's Obligation to Repair. Subject to Article 16, Landlord shall repair and maintain the common areas and the structural portions of the Building, including, but not limited to, the structural portions of the roof, the foundations, exterior load-bearing walls, and the basic HVAC, mechanical, electrical and plumbing systems installed by Landlord in the Building. However, if the repair or maintenance is caused in whole or in part by the act, neglect, fault or omission of Tenant or Tenant's Affiliates, or by Tenant's Alterations, Tenant immediately shall pay for such repair or maintenance as Additional Rent within fifteen (15) days of Tenant's receipt of invoice. Tenant shall indemnify Landlord for and hold Landlord and Landlord's Affiliates harmless from and against all other Liabilities incurred by Landlord and Landlord's Affiliates in connection therewith. Landlord shall have a reasonable time after written notice from Tenant to perform necessary repairs or maintenance. Tenant waives all rights granted under Law to make repairs at Landlord's expense.

### **13. Services and Utilities.**

13.1 Landlord's Services. Subject to the rules and regulations of the Building, Landlord shall furnish the required water, plumbing, electrical and HVAC required in Landlord's judgment for the comfortable use and occupancy of the Premises, and janitorial services, as hereinafter provided. Landlord shall also maintain the common stairs, entries and rest rooms in the Building lighted. If Landlord shall determine, in the exercise of Landlord's sole but good faith discretion, that the Tenant's use of the utilities is in excess of that normally used by a tenant occupying similar space, then Tenant shall pay Landlord upon demand, as Additional Rent hereunder, the cost of such excess utility usage in addition to any other Rent or charge due from Tenant under this Lease.

#### 13.2 Utility Charges.

(a) Tenant shall be solely responsible for obtaining and shall promptly pay directly to the utility supplier all fees, deposits and charges including use and/or connection fees, hookup fees, standby fees and/or penalties for discontinued or interrupted service, and the like, for electricity, gas and water used in or upon or furnished to the Premises, irrespective of whether any of the foregoing are initially paid or advanced by Landlord, or otherwise. If electricity, gas or water service is billed to Landlord and is not specifically metered to the Premises, the amount thereof shall be equitably prorated by Landlord and Tenant shall pay to Landlord within ten (10) days after Landlord's demand, as Additional Rent hereunder, an amount equal to that proportion of the total charges therefore which the number of square feet of gross floor area in the Premises bears to the total number of square feet of gross floor area covered by such combined charges. Additionally, if the Premises are not separately metered, Landlord shall have the right to install

separate meters. Since the Premises are not separately metered, Tenant shall pay the above described utilities as part of the base year component of the modified gross rent.

(b) In no event shall Landlord be liable for damages or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, centrally conditioned cold air or any other utility or other service, or if either the quantity, quality or character thereof supplied to or by Landlord is changed or is no longer available or suitable for Tenant's requirements, nor shall any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character constitute or be deemed to constitute constructive eviction of Tenant, or excuse or relieve Tenant from its obligations pursuant to this Lease.

13.3 Janitorial Services. The janitorial services to be provided by Landlord to Tenant shall be provided five (5) days a week, Monday through Friday (except for nationally and locally recognized holidays). Janitorial services shall be those customarily furnished for similar buildings in the general vicinity of the Building.

13.4 Hours of Operation. HVAC for the Premises shall be provided five (5) days a week, Monday through Friday, from 7:00 a.m. to 6:00 p.m. and Saturdays from 9:00 a.m. to 1:00 p.m. (excluding nationally and locally recognized holidays). Tenant shall not be entitled to any abatement of Rent or have any right to terminate this Lease in the event Landlord is unable to provide the services set forth herein.

13.5 Extra Hours. If during any hours or any days other than those specified in Article 13.4, Tenant desires to have any services or utilities supplied to the Premises which are not separately metered, and provided Landlord receives reasonable advance notice thereof, and if Landlord is able to provide the same, Tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services and utilities, at a cost currently estimated at \$35.00 per hour, which are not separately metered to the Premises. Any such charges which Tenant is obligated to pay shall be deemed to be Additional Rent hereunder.

14. Entry by Landlord. Landlord shall have the right to enter the Premises during regular business hours in order to: inspect the Premises; post notices of non-responsibility; show the Premises to prospective purchasers, lenders or tenants; perform its obligations and exercise its rights hereunder; and make repairs, improvements, alterations or additions to the Premises or the Building or any portion thereof as Landlord deems necessary or desirable and to do all things necessary in connection therewith, including, but not limited to, erecting scaffolding and other necessary structures. Landlord shall retain (or be given by Tenant) keys to unlock all of the doors to or within the Premises, excluding doors to Tenant's vaults and files. Landlord shall have the right to use any and all means necessary to obtain entry to the Premises in an emergency. Landlord's entry to the Premises shall not, under any circumstances, be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

15. Tenant's Insurance.

15.1 Property Insurance. At all times during the Lease Term, Tenant, at its expense, shall maintain in effect policies of casualty insurance covering: (a) all alterations made by Tenant and all leasehold improvements; and (b) all of Tenant's Property and other Personal Property from time to time in, on or about the Premises, in an amount not less than their full replacement cost (without deduction for depreciation) from time to time during the term of this Lease. Such policies shall provide for protection against any perils normally included within the classification of "All Risks", and shall cover demolition and changes in Laws. Such insurance shall contain an endorsement naming the Landlord and Landlord's Mortgagee as loss payee and an endorsement waiving the insurer's right to subrogate against the Landlord or Landlord's Mortgagee.

15.2 Commercial General Liability Insurance. At all times during the Lease Term, Tenant, at its sole expense, shall maintain Commercial General Liability Insurance with respect to the ownership, maintenance, use, operation and condition of the Premises and the business conducted therein. Such insurance shall at all times have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. At Landlord's request, these limits shall be increased from time to time during the Lease Term to such higher limits as Landlord or its insurance consultant believe are necessary to protect Landlord. Such insurance shall be primary and not contribute with any self-insurance or insurance maintained by the Landlord or Landlord's Mortgagee, and shall contain an endorsement naming Landlord and Landlord's Mortgagee, their elected and appointed officials and employees as additional insureds.

15.3 Workers' Compensation Insurance. At all times during the Lease Term, Tenant shall maintain Workers' Compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million (\$1,000,000) each accident. Such insurance shall contain an endorsement waiving the insurer's right to subrogate against the Landlord, the Landlord's Mortgagee or their elected or appointed officials and employees.

15.4 Policy Requirements. All insurance required to be carried by Tenant hereunder shall be issued by insurers with a current A.M. Best's rating of no less than A-VII and qualified to do business in the State of California, approved by Landlord and, if required, by Landlord's Mortgagee. Copies of all certificates and required endorsements shall be delivered to Landlord at least ten (10) days prior to Tenant's occupancy of the Premises. Each policy shall provide that it may not be canceled except after thirty (30) days' prior written notice to Landlord and Landlord's Mortgagee. Tenant shall furnish Landlord with renewal certificates or binders of each policy evidencing compliance with those requirements at least thirty (30) days prior to expiration. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford coverage as required by this Lease.

15.5 Tenant's Failure to Deliver Policies. Upon Landlord's request, Tenant shall deliver certified copies of all required insurance policies to the Landlord. If Tenant fails to deliver required certificates of insurance, required endorsements or requested copies of the insurance policies within the time required pursuant to Article 15.4, Landlord may, but shall not be obligated to, obtain the required insurance, and the cost thereof, shall be payable by Tenant to Landlord on demand. Nothing in this Article shall be deemed to be a waiver of any rights or remedies available to Landlord under this Lease or at law or in equity if Tenant fails to obtain and deliver the required insurance policies and evidence of payment.

## **16. Damage or Destruction; Eminent Domain.**

16.1 Landlord's Restoration. If the Building or the Premises are partially damaged or totally destroyed by fire or other casualty, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance carried under Article 15 of this Lease. Upon Landlord's receipt of notice of the damage or destruction and substantially all of the insurance proceeds receivable, Landlord shall repair the damage and restore or rebuild the Building or the Premises (except for Tenant's Property and leasehold improvements which are above the standard of the Building). However, Landlord shall not be required to spend amounts in excess of the insurance proceeds actually received for such repair, restoration or rebuilding. Subject to Article 22, Landlord shall attempt to make any required repairs or restoration promptly and so as not to interfere unreasonably with Tenant's use and occupancy of the Premises, but Landlord shall not be obligated to perform such work on an overtime or premium-pay basis.

16.2 Rent Abatement. Subject to Article 16.3, if, in Landlord's reasonable judgment, all or part of the Premises are rendered completely or partially untenantable on account of fire or other casualty, the Monthly Rent shall be abated (to the extent of Landlord's rental loss insurance carried hereunder) in the proportion that the rentable area of the untenantable portion of the Premises bears to the total Area of the Premises. Such abatement shall commence on the date of the damage or destruction and shall continue until the Premises have been substantially repaired and Tenant has reasonable access to the Premises. However, if Tenant reoccupies the damaged portion of the Premises prior to the date that the Premises are substantially repaired, the Monthly Rent allocable to the reoccupied portion shall be payable by Tenant from the date of such occupancy in the proportion that the rentable area of the reoccupied portion of the Premises bears to the total Area of the Premises.

16.3 Exception to Abatement. Notwithstanding Article 16.2, if the damage is due to the fault or neglect of, including, without limitation, Tenant, Tenant's Affiliates, contractors, and guests, or Landlord is unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) for damage or destruction of the Premises or the Building, there shall be no abatement of Monthly Rent to Landlord (or any Landlord's Mortgagee). Provided Tenant is able to reoccupy the damaged portion of the Premises under applicable Laws and reoccupies the damaged portion of the Premises prior to the date that the Premises are substantially repaired, the Monthly Rent allocable to the reoccupied portion shall be payable by Tenant from the date of such occupancy. Landlord's collection of Monthly Rent shall not preclude Landlord from seeking damages from Tenant or exercising any other rights and remedies it under this Lease or at law or in equity.

16.4 Election to Terminate. Landlord or Tenant may terminate this Lease upon written notice to the other party if: (a) the Building or the Premises are substantially or totally destroyed or, in Landlord's sole judgment, rendered untenantable by fire or other casualty or any other cause; or (b) the Building is damaged or rendered untenantable (whether or not the Premises are damaged or destroyed or rendered untenantable) so that its repair or restoration requires the expenditure (as estimated by a contractor or architect designated by Landlord) of more than twenty percent (20%)

of the full insurable value of the Building immediately prior to the casualty; or (c) less than two (2) years remains in the Lease Term at the time of the damage or destruction or events which render the Building or the Premises untenable and the time necessary to repair or restore the Building or the Premises would exceed ninety (90) days (as estimated by a contractor or architect designated by Landlord); or (d) Landlord would be required under Article 16.2 to abate or reduce the Monthly Rent for a period in excess of four (4) months if repairs or restoration were undertaken. If Landlord or Tenant elects to terminate this Lease, its notice of termination shall be given within sixty (60) days after the date of the damage, destruction or events causing untenability. Such notice shall include a termination date giving Tenant ninety (90) days to vacate the Premises.

16.5 Eminent Domain. Landlord may terminate this Lease upon written notice to Tenant if twenty-five percent (25%) or more of either the Premises, the Building or the Land is condemned, taken or appropriated by any public or quasi-public authority (collectively "Taking or Appropriation") under the power of eminent domain, police power or otherwise (or in the event of a sale in lieu thereof). Whether or not this Lease is so terminated, Landlord shall be entitled to any and all income, Rent, award, or interest thereon which may be paid or made in connection with the Taking or Appropriation, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If Landlord elects to terminate this Lease, its notice of termination shall be given within sixty (60) days after the Taking or Appropriation. If such notice is not given or if Landlord notifies Tenant of Landlord's election not to terminate, this Lease shall continue in full force and effect, except that the Monthly Rent shall be reduced in the proportion that the Premises which is taken bears to the total Area of the Premises. Nothing contained in this Article shall prevent Tenant from bringing a separate action or proceeding for compensation for any of Tenant's Property taken and Tenant's moving expenses. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

16.6 Business Interruption. Landlord shall not incur any Liabilities of any type to Tenant, Tenant's Affiliates, contractors, or guests arising from or in connection with any damage or destruction of the Premises, the Building or the Land, or any Taking or Appropriation thereof, or any repairs or restoration in connection therewith, nor shall Tenant have any right to terminate this Lease as a result thereof. However, in such event, Monthly Rent shall be abated if and to the extent that abatement is allowed pursuant to this Article.

16.7 Waiver. To the extent permitted under law, Tenant waives the application of any Laws now or hereafter in effect which are contrary to the provisions of this Article in connection with any damage, destruction, Taking or Appropriation (or grant deed or other instrument in lieu) of all or any portion of the Premises, the Building, or the Land.

## 17. Assignment and Subletting.

17.1 Landlord's Consent Required. Tenant shall not voluntarily, involuntarily or by operation of any Laws sell, convey, mortgage, assign, sublet or otherwise transfer or encumber (collectively "Transfer") all or any part of Tenant's interest in this Lease or the Premises without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed except as otherwise provided in this Article, and any attempt to do so without this consent shall be null and void. If Tenant desires to Transfer its interest in this

Lease to all or any part of the Premises, Tenant shall notify Landlord in writing. This notice shall state and/or be accompanied by: (a) the proposed effective date of the Transfer, which shall not be less than 45 days after the date of delivery of the notice, (b) a description of the portion of the Premises to be transferred; (c) a statement setting forth the name and business of the proposed Transferee; (d) a copy of the proposed Transfer agreement (and any collateral agreements) setting forth all of the terms and the financial details of the Transfer (including, without limitation, the term, the Rent and any security deposit, "key money", calculation of "Transfer Premium" as defined in Article 17.5, and amounts payable for Tenant's Property and the common use of any personnel or equipment); (e) current financial statements of the proposed Transferee certified by an independent certified public accountant and other information requested by Landlord relating to the proposed Transferee; and (f) any other information concerning the proposed Transfer which Landlord may reasonably request. Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void, and of no effect, and constitute a default by Tenant under this Lease.

17.2 Consent by Landlord. Tenant agrees that the withholding of Landlord's consent shall be deemed reasonable if any of the following conditions are not satisfied:

(a) The proposed Transferee shall use the Premises only for the Permitted Use, and the business of the proposed Transferee is consistent with the other uses and the standards of the Building, in Landlord's reasonable judgment.

(b) On the date consent is requested, the proposed Transferee is reputable and has a net worth not less than the net worth of Tenant on the execution of this Lease, has a credit rating reasonably acceptable to Landlord, and otherwise has sufficient financial capabilities to perform all of its obligations under this Lease or the proposed sublease, in Landlord's reasonable judgment.

(c) Neither the proposed Transferee nor any person or entity that directly or indirectly controls, is controlled by, or is under common control with the proposed Transferee is an occupant of any part of the Building or has negotiated for space in the Building within a six (6) month period prior to the delivery of Tenant's written notice.

(d) The proposed Transfer would not cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would not give an occupant of the Building a right to cancel its lease.

(e) The terms of the proposed Transfer will not allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant, or occupy space leased by Tenant pursuant to any such right.

(f) Tenant is not in default and has not committed acts or omissions which with the running of time or the giving of notice or both would constitute a default under this Lease.

(g) Tenant has complied with the terms of this Article.

The conditions described above are not exclusive and shall not limit or prevent Landlord from considering additional factors in determining if it should reasonably withhold its consent.

17.3 Corporate and Partnership Transactions. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant shall be deemed to be Transfer of this Lease subject to the provisions of this Article. However, these provisions shall not apply to transactions with a corporation into or with which Tenant is merged or consolidated or to which substantially all of Tenant's stock or assets are transferred or which controls, is controlled by, or is under common control with, Tenant, if a principal purpose of the merger or transfer is not the assignment of this Lease and Tenant's successor has a net worth not less than the net worth of Tenant on the execution of this Lease. Tenant shall cause reasonably satisfactory proof of such net worth to be delivered at least thirty (30) days prior to the effective date of the transaction. If Tenant is a partnership, a dissolution of the partnership (including a "technical" dissolution) or a transfer of the partnership interests to one or more partners which reduces the net worth of the partners shall be deemed an assignment of this Lease subject to the provisions of this Article, regardless of whether the transfer is made by one or more transactions.

17.4 No Release of Tenant. Notwithstanding the granting of Landlord's consent, no Transfer of this Lease or the Premises shall release or alter Tenant's primary liability to pay Rent and perform all of its other obligations hereunder. The acceptance of Rent by Landlord from any person other than Tenant shall not be a waiver by Landlord of any provision hereof. Consent to one Transfer shall not be deemed to be consent to any subsequent Transfer. If any Transferee of Tenant defaults in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without proceeding against or exhausting its remedies against the Transferee. After any Transfer, Landlord may consent to subsequent Transfers, or amendments to this Lease, without notifying Tenant or any other person, without obtaining consent thereto, and without relieving Tenant of liability under this Lease.

17.5 Transfer Premium. If Landlord consents to any Transfer, Tenant shall pay the following to Landlord as Additional Rent:

(a) Tenant shall pay to Landlord 50% of any "Transfer Premium" as defined in this Article. Transfer Premium shall mean all Rent or other consideration payable by such Transferee in excess of the Monthly Rent and Additional Rent payable by Tenant under this Lease and/or collateral agreements on a per rentable square foot basis if less than all of the Premises is transferred. Transfer Premium shall also include, but not be limited to, key money, and bonus money paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee, or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. The Monthly Rent used to calculate the Transfer Premium for a sublease shall be the Rent hereunder allocable to the subleased space for any period and shall be equal to the (Total Rent accruing during such period, multiplied by rentable area of the subleased space) / Total Area of the Premises.

(b) This Transfer Premium shall be paid by Tenant to Landlord as and when received by Tenant or, at Landlord's option, on written notice to the Transferee, Landlord may collect all or

any portion of this Transfer Premium directly from the Transferee. Landlord's acceptance or collection of this Additional Rent will not be deemed to be consent to any Transfer or a cure of any default under this Article or the rest of the Lease.

17.6 Additional Terms. Within ten (10) days of written demand, Tenant shall pay the reasonable attorney's fees and other costs and expenses of Landlord in connection with any request for Landlord's consent to any Transfer.

(a) A sublease will be null and void unless it complies with the rest of this Lease and provides that: (i) it is subject and subordinate to this Lease and that if there is any conflict or inconsistency between the sublease and this Lease, this Lease will prevail; (ii) Landlord may enforce all the provisions of the sublease, including the collection of Rent; (iii) it may not be modified without Landlord's prior written consent and that any modification without this consent shall be null and void; (iv) if this Lease is terminated or Landlord re-enters or repossesses the Premises, Landlord may, at its option, take over all of Tenant's right, title and interest as sublessor and, at Landlord's option, the subtenant shall attorn to Landlord, but Landlord shall not be (x) liable for any previous act or omission of Tenant under the sublease, (y) subject to any existing defense or offset against Tenant, or (z) bound by any previous modification of the sublease made without Landlord's prior written consent or by any prepayment of more than one month's Rent; and (v) it is ineffective until Landlord gives its written consent thereto.

(b) An assignment will be null and void unless it complies with the terms of this Lease and provides that: (i) the assignee assumes all of Tenant's obligations under this Lease and agrees to be bound by all of the terms of this Lease; and (ii) it is ineffective until Landlord gives its written consent thereto.

(c) The sublease or assignment otherwise must exactly match the proposed sublease or assignment initially submitted by Tenant. A sublease or assignment will not be effective until a fully executed counterpart is delivered to Landlord and Landlord delivers its written consent thereto.

(d) This Article is binding on and shall apply to any purchaser, mortgagee, pledgee, assignee, subtenant or other transferee or encumbrancer, at every level.

(e) Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee of Tenant claims that Landlord has unreasonably withheld or delayed its consent under this Article or otherwise has breached or acted unreasonably under this Article, their sole remedy shall be a declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant waives all other remedies on its own behalf and, to the extent permitted under all Laws, on behalf of Tenant's proposed Transferee.

**18. Quiet Enjoyment.** So long as Tenant pays all Rent and performs all of its other obligations as required hereunder, Tenant shall during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof, and the terms of any Superior Leases and Mortgages (as defined in Article 19.1), and all other agreements or matters of record or to which this Lease is subordinate without interference by any

persons lawfully claiming by or through Landlord. The foregoing covenants are in lieu of any other covenant express or implied.

**19. Mortgagee Protection.**

19.1 Subordination. Unless provided otherwise herein, this Lease is subject and subordinate to all present and future ground leases, lease-leaseback financing, underlying leases, mortgages, deeds of trust, or other encumbrances, renewals, modifications, consolidations, replacements, extensions thereof, or advances made thereunder, affecting all or any portion of the Premises, the Building, or the Land ("Superior Leases and Mortgages"). However, in confirmation of such subordination, Tenant shall execute, acknowledge and deliver any instrument that Landlord or the lessor, mortgagee or beneficiary under any of the Superior Leases and Mortgages may request, within ten (10) days after request. (Each of these lessors, mortgagees or beneficiaries is called a "**Landlord's Mortgagee.**") However, if Landlord, Landlord's Mortgagee or any other successor to Landlord elects in writing, this Lease shall be deemed superior to the Superior Leases and Mortgages specified, regardless of the date of recording, and Tenant will execute an agreement confirming this election on request. If Landlord's Mortgagee or its successor or any successor to Landlord succeeds to Landlord's interests under this Lease, whether voluntarily or involuntarily, Tenant shall attorn to such person and recognize such person as Landlord under this Lease. To the extent permitted under law, Tenant waives the provisions of any current or future statute, rule, or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

19.2 Mortgagee's Liability. The obligations and liabilities of each of Landlord or Landlord's Mortgagees, or their successors, under this Lease shall exist only if and for so long as each of these respective parties owns fee title to the Land and the Building or is the lessee under a ground lease therefore. No Monthly Rent or Additional Rent shall be paid more than thirty (30) days prior to the due date thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a Landlord's Mortgagee) be a nullity as against Landlord's Mortgagees or their successors and Tenant shall be liable for the amount of such payments to Landlord's Mortgagees or their successors.

19.3 Mortgagee's Right to Cure. No act or omission by Landlord which would entitle Tenant under the terms of this Lease or any Laws to be relieved of Tenant's obligations hereunder, or to terminate this Lease, shall result in a release or termination of such obligations or this Lease unless: (a) Tenant first shall have given written notice of Landlord's act or omission to Landlord and all Landlord's Mortgagees whose names and addresses shall have been furnished to Tenant; and (b) Landlord's Mortgagees, after receipt of such notice, fail to correct or cure the act or omission within a reasonable time thereafter (but in no event less than sixty (60) days). However, nothing contained in this Section shall impose any obligation on Landlord's Mortgagees to correct or cure any act or omission.

**20. Estoppel Certificates.** Tenant shall from time to time, within ten (10) days after request by Landlord, execute and deliver to Landlord or any other person designated by Landlord an Estoppel certificate, in form satisfactory to Landlord, which certifies: (a) that this Lease is

unmodified and in full force and effect (or, if there have been modifications, describes them); (b) the expiration date of the Lease Term and that there are no agreements with Landlord to extend or renew the Lease Term or to permit any holding over (or if there are any such agreements, describes them and specifies the periods of extension or renewal); (c) the date through which the Monthly Rent and Additional Rent have been paid; (d) that Landlord is not in default in the performance of any of its obligations under this Lease (or, if there are any such defaults, describes them); (e) that Tenant is not entitled to any credits, offsets, defenses or deductions against payment of the Rent hereunder (or, if they exist, describes them); and (f) such other information concerning this Lease or Tenant as Landlord or any other person designated by Landlord reasonably shall request. An Estoppel certificate issued by Tenant pursuant to this Article shall be a representation and warranty by Tenant which may be relied on by Landlord and by others with whom Landlord may be dealing, regardless of independent investigation. If Tenant fails to execute and deliver an Estoppel certificate as required hereunder, Landlord's representations concerning the factual matters covered by such Estoppel certificate, as described above, shall be conclusively presumed to be correct and binding on Tenant.

**21. Default.** The occurrence of any one or more of the following events shall be a default and breach under this Lease by Tenant:

- (a) The vacation or abandonment of all or any portion of the Premises by Tenant for ten (10) consecutive days.
- (b) The failure to accept tender of possession of the Premises or any significant portion thereof.
- (c) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder for a period of Ten (10) days after such payment is due.
- (d) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraphs (b), (d), (e), (f), (g), (h) and (i) of this Article, where such failure shall continue for a period of fifteen (15) days after written notice thereof by Landlord to Tenant. However, if the nature of these defaults is such that more than fifteen (15) days are reasonably required to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the fifteen (15) day period and thereafter diligently completes the cure within sixty (60) days.
- (e) The making by Tenant or any guarantor of this Lease of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant or any guarantor of this Lease of a petition or order for relief under any Laws relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or any guarantor of this Lease, the petition is dismissed within sixty (60) days); or the appointment of a trustee, custodian or receiver to take possession of substantially all of Tenant's assets or the assets of any guarantor of this Lease or of Tenant's interest in this Lease where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this Lease, unless discharged within thirty (30) days.

- (f) The service by Landlord of a three-day notice under California Code of Civil Procedure Section 1161 on three or more occasions if the previous service of the three-day notices did not result in the termination of this Lease.
- (g) A sale, conveyance, mortgage, pledge, assignment, sublease or other transfer or encumbrance, or any attempt to do so, in violation of Article 17.
- (h) Tenant's failure to deliver the Estoppel certificate within the time required under Article 20, or any written instrument required under Article 19 within the time required.
- (i) A default under or the repudiation of any guaranty of Tenant's obligations under this Lease.
- (j) Tenant's failure to maintain the insurance policies required hereunder.
- (k) The death of Tenant or, if Tenant is comprised of more than one (1) individual, the death of any of the individuals comprising Tenant.
- (l) Tenant's failure to observe or perform according to the provisions of Articles 9, 10.4, and 11 within five (5) business days after notice from Landlord.  
 Except for the defaults specified in subparagraphs (c) and (d), all other defaults are not curable by Tenant.

**22. Remedies for Default.**

22.1 General. In the event of any default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand:

- (a) Terminate Tenant's right to possession of the Premises by any lawful means, including but not limited to terminating this Lease, barring the Tenant from reentering the Premises, and removing all persons and property therefrom, which property may be stored by Landlord at a warehouse or elsewhere at risk, expense, and for the account of Tenant. If Landlord elects to terminate this Lease, Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all Liabilities incurred by Landlord or Landlord's Affiliates by reason of Tenant's default, including but not limited to: (i) the worth at the time of the award of the unpaid Monthly Rent and Additional Rent which had been earned or was payable at the time of termination; (ii) the worth at the time of the award of the amount by which the unpaid Monthly Rent and Additional Rent which would have been earned or payable after termination until the time of the award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Monthly Rent and Additional Rent which would have been paid for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all Liabilities proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Premises, the Building and the Land after such default, the cost of recovering possession of the Premises, advertising expenses incurred, expenses of reletting, including necessary renovation or

alteration of the Premises or any portion thereof, whether for the same or different use, and any special concessions made to obtain the new tenant, Landlord's attorneys' fees and costs incurred in connection therewith, and any real estate commissions paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of eighteen percent (18%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant abandons the Premises, Landlord shall have the option of (x) taking possession of the Premises and recovering from Tenant the amount specified in this subparagraph, or (y) proceeding under the provisions of subparagraph (b) below.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease and at law or in equity, including the right to recover the Rent and other sums and charges as they become due hereunder.

(c) Nothing in this Article 22 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to the termination of this Lease for personal injuries or property damage under the indemnification clause or clauses contained in this Lease.

(d) All rights, powers and remedies of Landlord hereunder and under any other agreement now or hereafter in force between Landlord and Tenant shall be in addition to all rights, powers and remedies given to Landlord by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

22.2 Redemption. Tenant waives any and all rights of redemption granted by or under any Laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

22.3 Performance by Landlord. If Tenant defaults under this Lease, Landlord, without waiving or curing the default, may, but shall not be obligated to, perform Tenant's obligations for the account and at the expense of Tenant. Notwithstanding Article 21(c), in the case of an emergency, Landlord need not give any notice prior to performing Tenant's obligations.

22.4 Post-Judgment Interest. The amount of any judgment obtained by Landlord against Tenant in any legal proceeding arising out of Tenant's default under this Lease shall bear interest until paid at the maximum rate allowed by law, or, if no maximum rate prevails, at the rate of twelve percent (12%) per annum. Notwithstanding anything to the contrary contained in any Laws, with respect to any damages that are certain or ascertainable by calculation, interest shall accrue from the day that the right to the damages vests in Landlord, and in the case of any unliquidated claim, interest shall accrue from the day the claim arose.

22.5 Tenant's Waiver. To the extent permitted under law, in the event of any default, breach or violation of Tenant's rights under this Lease by Landlord, Tenant's remedies shall be an

action for actual damages. Tenant hereby waives the benefit of any law granting it the right to perform Landlord's obligation.

**23. Holding Over.** Tenant shall not hold over in the Premises after the expiration or sooner termination of the Lease Term without the express prior written consent of Landlord. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against, any and all Liabilities arising out of or in connection with any delay by Tenant in surrendering and vacating the Premises, including, without limitation, any claims made by any succeeding tenant based on any delay and any Liabilities arising out of or in connection with these claims. If possession of the Premises is not surrendered to Landlord on the expiration or sooner termination of the Lease Term, in addition to any other rights and remedies of Landlord hereunder or at law or in equity, Tenant shall pay to Landlord for each month or portion thereof during which Tenant holds over in the Premises a sum equal to one hundred fifty percent (150%) of the then-current Monthly Rent in addition to all other Rent payable under this Lease. If any tenancy is created by Tenant's holding over in the Premises, the tenancy shall be on all of the terms and conditions of this Lease, except that Rent shall be increased as set forth herein and the tenancy shall be a month-to-month tenancy. Nothing in this Article 23 shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Lease Term.

**24. Indemnification and Exculpation.**

24.1 Indemnification. In addition to any other indemnities required of Tenant hereunder, Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from, any and all Liabilities arising from or in connection with Tenant's (including Tenant's Affiliate or any person claiming under or through them), performance and obligations hereunder, or its failure to comply with any current or prospective law, except for such loss or damage caused by the sole negligence or willful misconduct of Landlord, including but not limited to, (a) the use and occupancy of the Premises by Tenant or Tenant's Affiliates; (b) the conduct of Tenant's business; (c) any breach or default by Tenant under this Lease; (d) claims by any assignee, subtenant, broker or other person if Landlord declines to consent to any assignment, sublease or other transfer or encumbrance or terminates this Lease pursuant to Article 17; and (e) any other acts or omissions of Tenant or Tenant's Affiliates or persons claiming through or under them. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

24.2 Damage to Persons or Property. Tenant assumes the risk of all Liabilities it may incur, including, but not limited to, damage or injury to persons, property and the conduct of Tenant's business (and any loss of revenue therefrom), the loss of use or occupancy of the Premises, and the items enumerated below in this Section, and waives all claims against Landlord and Landlord's Affiliates in connection therewith. Landlord and Landlord's Affiliates shall not be liable for any Liabilities incurred by Tenant or Tenant's Affiliates (including, but not limited to, the Liabilities described above in this Section) arising from or in connection with: (a) acts or omissions of any tenant of the Building or any other persons (including, but not limited to, any parking garage operators or their employees); (b) explosion, fire, steam, electricity, water, gas or rain, pollution or contamination; (c) the breakage, leakage, obstruction or other defects of

plumbing, HVAC, electrical, sanitary, safety, elevator or other utilities and systems of the Building or the failure to furnish any of the foregoing; (d) any work, maintenance, repair, rebuilding or improvement performed by or at the request of Landlord or Landlord's Affiliates for the Premises, the Building or the Land; (e) any entry by Landlord or Landlord's Affiliates on the Premises; (f) any defects in the Premises, the Building, the Land or any portions thereof; (g) any interference with light or other incorporeal hereditaments; and (h) any other acts, omissions or causes. Nothing in this Section exempts Landlord for liability caused solely by its gross negligence or willful misconduct, but Landlord shall not be liable under any circumstances for consequential or punitive damages (including, but not limited to, damage or injury to persons, property and the conduct of Tenant's business [and any loss of revenue therefrom]). Tenant immediately shall notify Landlord of any defects in the Premises or the Building or any portion thereof and of any damage or injury thereto or to persons or property in or about the Premises or the Building.

24.3 Satisfaction of Remedies. Landlord and Landlord's Affiliates shall not be personally liable for the performance of Landlord's obligations under this Lease. If Tenant or Tenant's Affiliates acquire any rights or remedies against Landlord or Landlord's Affiliates (including, but not limited to, the right to satisfy a judgment), these rights and remedies shall be satisfied solely from Landlord's estate and interest in the Land and the Building (or the proceeds therefrom) and not from any other property or assets of Landlord or Landlord's Affiliates. This Section shall be enforceable by Landlord and Landlord's Affiliates.

**25. Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time in its sole discretion to make all reasonable additions and modifications to the rules and regulations. Any additions and modifications to the rules and regulations shall be binding on Tenant when delivered to Tenant. Landlord shall not incur any Liabilities to Tenant or Tenant's Affiliates arising from or in connection with the nonperformance of any rules and regulations by any other tenants or occupants of the Building. Landlord's current rules and regulations are attached hereto as Exhibit "C."

**26. Taxes.**

26.1 Tenant shall be solely responsible for payment of any and all "Real Property Taxes" levied or assessed against the Premises or Tenant's interest under this Lease, including without limitation Tenant's Share of any taxes levied against the common areas, Land or Building. "Real Property Taxes" include, but are not limited to: any fees, including license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Premises, Land or the Building; any property taxes and assessments levied on Tenant's possessory interest in the Premises, Land or Building; any tax on Landlord's right to receive, or the receipt of, rent or income from the Premises, Land or Building; any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Premises, Land or the Building; any tax imposed on this transaction or based on a reassessment of the Premises, Land or the Building due to a change in ownership or transfer of all or part of Landlord's interest in this Lease, the Premises, Land or the Building; and any charge or fee replacing any tax previously included within this definition. Real Property Taxes do not include Landlord's federal or state net income, franchise, inheritance, gift, or estate taxes.

26.2 In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord hereby informs Tenant that by entering into this Lease a possessory interest in Tenant subject to property taxes may be created, and if so, Tenant or other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Tenant shall be solely responsible for payment of any possessory interest tax levied or assessed against the Premises, improvements on the Premises, this Lease, or Tenant's Share of the Land or Building. If at any time Tenant is not separately assessed for its possessory interest and/or improvements on the Premises, Tenant shall, as Additional Rent pay to Landlord that portion of any assessment levied against or upon the Premises, the improvements on the Premises, the Building or Landlord's interest therein that represents the value of the Tenant's leasehold interest and value of the improvements of the Premises that would have been assessed and levied upon the Premises had it been assessed as such possessory interest in the Premises.

26.3 The amount of any tax or excise payable by or assessed against Tenant or the Premises, including without limitation, Real Property Taxes shall be paid by Tenant before it becomes delinquent. Tenant shall pay, or cause to be paid, before delinquency, any and all other taxes levied or assessed against Tenant's Property, Tenant's possessory interest in the Premises, Land and Building, and any leasehold improvements in the Premises which were made for Tenant or at its request. If any or all of Tenant's Property or any of these leasehold improvements are assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes.

27. **Brokers.** Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker, finder, or similar person who is or might be entitled to a commission or other fee in connection with introducing Tenant to the Building or in connection with this Lease, except for Landlord's Broker and Tenant's Broker as may be named in Article 2. Landlord shall pay the commission due to Landlord's Broker and Tenant's Broker pursuant to a separate agreement between Landlord and such Brokers. Landlord and Tenant shall indemnify each other for, and hold the other harmless from and against, any and all claims that the indemnified party may have as a result of a breach of the foregoing representation.

28. **Parking.** Tenant acknowledges that no parking is provided to Tenant pursuant to this Lease. Tenant may, on a space available basis, purchase parking spaces from the City per the terms of this lease agreement. Parking rates shall be determined by Landlord at its sole discretion. Landlord at all times shall have the right to designate the particular parking area and spaces, if any, to be used by any or all of such Tenant's employees, suppliers, customers, visitors, or the like, and any such designation may be changed from time to time. Attached hereto as Exhibit "D" is a copy of the City's Parking Fee Schedule, which schedule shall be subject to change from time to time by City and/or its parking facility operator.

29. **Authority to Enter into Lease.** If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the by-laws of said corporation,

and that this Lease is binding on the corporation in accordance with its terms. If Tenant is a partnership, each individual executing this Lease on behalf of the partnership represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the partnership, in accordance with the partnership agreement and any statements of partnership or certificates of limited partnership of the partnership, and that this Lease is binding on the partnership in accordance with its terms. Tenant shall, within thirty (30) days of the execution of this Lease, deliver to Landlord: (a) if Tenant is a corporation, a certified copy of a resolution of the board of directors of the corporation; or (b) if Tenant is a partnership, a copy of the Statement of Partnership or Certificate of Limited Partnership of Tenant; and (c) other evidence reasonably satisfactory to Landlord authorizing or ratifying the execution of this Lease.

**30. Relocation.** Notwithstanding any contrary provision of this Lease, if due to excessive noise, Landlord requires the Tenant to relocate within the property or for other reasons related to Landlord's occupancy plans for the Building, then at any time during the Lease Term Landlord shall have the right, upon providing Tenant prior written notice (the "Relocation Notice"), to provide and furnish Tenant with space elsewhere in the Building or another building in the Redondo Beach Pier Plaza project comparable to the Premises and to move and place Tenant in such new space, at Landlord's sole cost and expense. Such space shall be approximately the same size as the existing Premises and shall be improved by Landlord prior to Tenant's relocation with leasehold improvements comparable to those in the existing Premises. However, if the new space does not meet with Tenant's approval, Tenant may cancel this Lease upon written notice to Landlord, which notice must be received by Landlord within ten (10) days after delivery to Tenant of the Relocation Notice, and this Lease shall terminate sixty (60) days thereafter (as if such date were the date originally provided herein for the expiration of the Lease Term) and neither party shall have any further rights or obligations hereunder. Tenant's failure to timely deliver notice to Landlord of Tenant's election to cancel this Lease shall be deemed an acceptance by Tenant of the new space set forth in the Relocation Notice, and Tenant shall vacate the Premises in accordance with said notice and/or the terms of any subsequent notice from Landlord to Tenant. Landlord shall reimburse Tenant, within thirty (30) days after Landlord's receipt of invoices and paid receipts, for the reasonable moving, telephone installation and stationery reprinting costs actually paid for by Tenant in connection with such relocation. If Landlord moves Tenant to such new space, then this Lease and each and all of the terms, covenants and conditions hereof shall remain in full force and effect and be deemed applicable to such new space except that revised Exhibit "A" showing the location of the new space shall become a part of this Lease and Landlord and Tenant shall promptly thereafter execute an amendment to this Lease containing such revised Exhibit "A" and with the Basic Terms of this Lease, as contained in Article 2, amended, if necessary, to include and state all correct data as to the new space. Notwithstanding the foregoing provisions of this Article to the contrary, if the new space contains more floor area than the original Premises, Tenant shall not be obligated to pay any more Monthly Rent or Operating Expenses than otherwise applicable to the original Premises. Landlord and Tenant agree to cooperate fully in order to minimize the inconvenience of Tenant resulting from such relocation.

Tenant understands and agrees that Tenant is not eligible to be a "displaced person" under the California Relocation Act, which provides that a "displaced person" shall not include any person whose right of possession at the time of moving arose after the date of the public entity's acquisition of the real property. Tenant understands that Tenant is a "post-acquisition tenant"

pursuant to the Relocation Assistance and Real Property Acquisition Guidelines of the California Department of Housing and Community Development, 25 Cal. Code Regs. §6000, et seq. Tenant understands that pursuant to Section 6034(b) of the California Code of Regulations, Tenant shall not be entitled to any relocation benefits or assistance if Tenant is temporarily or permanently displaced from the Premises, other than the payment which is required in the following paragraph, whether the displacement is a result of the expiration of the Term, Landlord's termination of the Lease pursuant to this Section, Landlord's pursuit of an unlawful detainer proceeding against Tenant, or for any other reason. Tenant hereby knowingly and voluntarily waives any rights Tenant may have to claim or receive any relocation assistance or benefits under state or federal law, and agrees not to file any claim or take any other action to receive such assistance or benefits.

It is strictly understood, and Tenant hereby agrees, that the Landlord reserves the unilateral right at any time, in Landlord's sole and absolute discretion, to relocate Tenant or terminate this Lease immediately if it is the opinion of the City that the parking structure is unsafe for the Tenant or the public; or upon Ninety calendar days written notice if the City intends to replace or improve the parking structure to an extent that relocation of Tenant is necessary.

### **31. General Provisions**

31.1 Joint Obligation. If Tenant consists of more than one person or entity, the obligations of such persons or entities as Tenant shall be joint and several.

31.2 Marginal Headings. The titles to the Articles and Sections of this Lease are not a part of this Lease and shall have no effect on the construction or interpretation.

31.3 Time. Time is of the essence for the performance of each and every provision of this Lease.

31.4 Successors and Assigns. Subject to the restrictions contained in Article 17 above, this Lease binds the heirs, executors, administrators, successors and assigns of the parties hereto.

31.5 Recordation. The parties agree to record this Lease or a short form memorandum hereof pursuant to California Government Code Section 37393.

31.6 Late Charges. Tenant acknowledges that late payment of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any Superior Leases and Mortgages. Accordingly, if any installment of Monthly Rent or payment of Additional Rent due from Tenant is not received by Landlord or Landlord's designee within ten (10) days after the amount is due, Tenant shall pay to Landlord a late charge equal to six percent (6%) of the overdue amount. Acceptance of late charges by Landlord shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder or at law or in equity.

31.7 Prior Agreements; Amendment, Waiver. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. All waivers hereunder must be in writing and specify the breach, act, omission, term, covenant or condition waived, and acceptance of Rent or other acts or omissions by Landlord shall not be deemed to be a waiver. The waiver by Landlord of any breach, act, omission, term, covenant or condition of this Lease shall not be deemed to be a waiver of any other or subsequent breach, act, omission, term, covenant or condition.

31.8 Inability to Perform. Landlord shall not be in default hereunder nor shall Landlord be liable to Tenant or Tenant's Affiliates for any Liabilities if Landlord is unable to fulfill any of its obligations, or is delayed in doing so, if the inability or delay is caused by reason of accidents, breakage, strike, labor troubles, acts of God, or any other cause, whether similar or dissimilar, which is beyond the reasonable control of Landlord.

31.9 Legal Proceedings. In any action or proceeding involving or relating in any way to this Lease, the court or other person or entity having jurisdiction in such action or proceeding shall award to the party in whose favor judgment is entered the reasonable attorneys' fees and costs incurred. The party in whose favor judgment is entered may, at its election submit proof of fees and costs as an element of damages before entry of judgment or after entry of judgment in a post-judgment cost bill. Tenant also shall indemnify Landlord for, and hold Landlord harmless from and against, all Liabilities incurred by Landlord if Landlord becomes or is made a party to any proceeding or action: (a) instituted by Tenant (except to the extent resulting from Landlord's breach or material default hereunder), or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) otherwise arising out of or resulting from any act or omission of Tenant or such other person; or (c) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. In any circumstance where Tenant is obligated to indemnify or hold harmless Landlord or Landlord's Affiliates under this Lease, Tenant also shall defend Landlord and Landlord's Affiliates with counsel acceptable to Landlord or, at Landlord's election, Landlord or Landlord's Affiliates may employ their own counsel and Tenant shall pay when due all attorneys' fees and costs therefore.

31.10 Conveyance of Premises. As used herein the term "**Landlord**" means only the current owner or owners of the fee title to the Building or the lessee under a ground lease of the Land. Upon each conveyance (whether voluntary or involuntary) of the Building, the conveying party shall be relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease or arising out of any act, occurrence or omission occurring after the date of such conveyance. Landlord may sell, assign, convey, encumber or otherwise transfer all or any portion of its interests in this Lease, the Premises, the Building or the Land.

31.11 Name. Tenant shall not use the name of the Building or of the development in which the Building is situated, if any, for any purpose other than as an address of the business to be conducted by Tenant in the Premises.

31.12 Severability. Any provision of this Lease which shall be held invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect.

31.13 Cumulative Remedies. No right, remedy or election hereunder or at law or in equity shall be deemed exclusive but shall, wherever possible, be cumulative with all other rights, remedies or elections.

31.14 Choice of Law. This Lease shall be governed by the laws of the State of California applicable to transactions to be performed wholly therein.

31.15 Signs. Tenant shall not place any sign on the Premises or the Building or which is visible from anywhere outside of the Premises, without Landlord's prior written consent. Landlord shall, at Landlord's cost, install one exterior sign identifying Tenant's business in the Premises above the door of the Premises (which sign shall be subject to the Rules and Regulations for the Building and Landlord's sign criteria). In addition, Tenant shall have the right to use up to two (2) lines in the Building directory to identify Tenant's business. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all of Tenant's signage and repair any damage to the Building caused by such removal.

31.16 Landlord's Consent. Whenever Landlord's consent or approval is required hereunder, Landlord shall not unreasonably delay the granting or withholding of its consent or approval. Except where it is expressly provided that Landlord will not unreasonably withhold its consent or approval, Landlord may withhold its consent or approval arbitrarily and in its sole and absolute discretion.

31.17 Presumptions. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party drafting the document. It shall be construed neither for nor against Landlord or Tenant, but shall be given reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

31.18 Exhibits. All exhibits and any riders annexed to this Lease including, without limitation, Exhibits "A", "B", "C", "D", "E", "F", and "G," as applicable, are incorporated herein by this reference.

31.19 Submission of Lease. The submission of this Lease to Tenant or its broker, agent or attorney for review or signature does not constitute an offer to Tenant to lease the Premises or grant an option to lease the Premises. This document shall not be binding unless and until it is executed and delivered by both Landlord and Tenant.

31.20 Meaning of Terms. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine and neuter genders shall each include the others, and the word "person" shall include corporations, partnerships or other entities.

31.21 Notices. All notices, demands or communications required or permitted under this Lease (the "**Notices**") shall be in writing and shall be personally delivered, sent by overnight courier, or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address set forth in Article 2. Notices to Landlord shall be delivered to the address set forth in Article 2, or such other address as Landlord may specify in writing to Tenant. Notices shall be effective upon receipt.

31.22 Lease Guaranty. This Lease is subject to and conditioned upon Tenant's delivery to Landlord, concurrently with Tenant's execution and delivery of this Lease, of a Lease Guaranty in the form of and upon the terms contained in Exhibit "E" attached hereto and incorporated herein by this reference, which shall be fully executed by the Guarantor(s) specified in Article 2 and Exhibit "E".

## **32. ADA and CASp Disclosure Information.**

32.1 CASp Disclosure. It is acknowledged that California law requires building owners to disclose to prospective tenants any inspection reports obtained from a certified access specialist ("CASp") regarding compliance of the subject property with the applicable construction-related accessibility standards under state law prior to the execution of a lease agreement (see California Civil Code Section 1938, "CASp Disclosure Requirements"). The Premises [*check applicable disclosure*]

\_\_\_\_\_ have not undergone an inspection by a CASp.

\_\_\_\_\_ have undergone an inspection by a CASp and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

\_\_\_\_\_ have undergone an inspection by a CASp and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

32.2 Inspection Information. If an inspection was performed by a CASp and a report provided, Tenant hereby acknowledges receipt of the documents required to be delivered by Landlord in order to comply with the CASp Disclosure Requirements applicable to the Premises (the "CASp Information"). Tenant acknowledges and agrees that the CASp Information is provided for the sole purpose of complying with the CASp Disclosure Requirements and shall not be deemed or construed as a representation or warranty under this Lease and may not be relied upon as a representation of current or future compliance with the applicable construction-related accessibility standards under state law. Tenant further covenants and agrees to keep the CASp Information strictly confidential and shall not disclose anything contained therein to any other parties, except (i) as necessary for Tenant to complete repairs and corrections of any violations of construction-related accessibility standards, and (ii) with the express written consent of Landlord

32.3 No Inspection and Statutory Notice. If no CASp inspection was done, or no disability access inspection certificate issued as described in Civil Code Section 55.53(e), or modifications/alterations have been performed since the date of the CASp Information, then Landlord hereby advises Tenant that the existing Premises have not undergone a CASp inspection, and except to the extent expressly set forth in this Lease, Landlord shall have no liability or

responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

“A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises.”

Tenant agrees that any CAsp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord’s prior written consent.

32.4 ADA Compliance. Landlord makes no warranty or representation as to whether or not the Premises comply with the Americans with Disabilities Act (ADA) or any similar legislation because compliance with the ADA is dependent upon Tenant's specific use of the Premises. In the event that Tenant's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Tenant agrees to make any such necessary modifications and/or additions at Tenant's sole expense subject to all approval and other requirements for improvements, including without limitation, Alterations, as set forth in this Lease.

### **33. Acknowledgement, Release and Waiver**

**TENANT HEREBY ACKNOWLEDGES that the subject Premises located at 107 W. Torrance Blvd., #202 Redondo Beach, California 90277 is subject to pending lawsuits (“Pending Lawsuits”) filed against the City that may invalidate or modify this Lease without advance notice. If the lease is invalidated or modified as the result of the Pending Lawsuits, Tenant shall not be entitled to seek damages, equitable relief, or any other type of relief from the City. Notwithstanding the above, Tenant agrees to enter into this Lease.**

**TENANT HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the City of Redondo Beach, its officials, employees and agents with regard to any and all liability or potential liability to Tenant, its owners, directors, officers, employees, agents, assigns, heirs, and next of kin for any loss or damage, and any claims or demands of any kind resulting from the Pending Lawsuits or any impact or potential impact the lawsuits may have on Tenant or this Lease.**

**TENANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING ACKNOWLEDGEMENT, RELEASE and WAIVER is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof**

**is held invalid, it is agreed that the remaining terms shall, notwithstanding, continue in full legal force and effect.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease in Redondo Beach, California, as of this 17th day of May, 2022.

**LANDLORD**

**TENANT**

CITY OF REDONDO BEACH

MONICA QUINTERO, AN INDIVIDUAL

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

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

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano  
City Cler

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

APPROVED AS TO FORM:

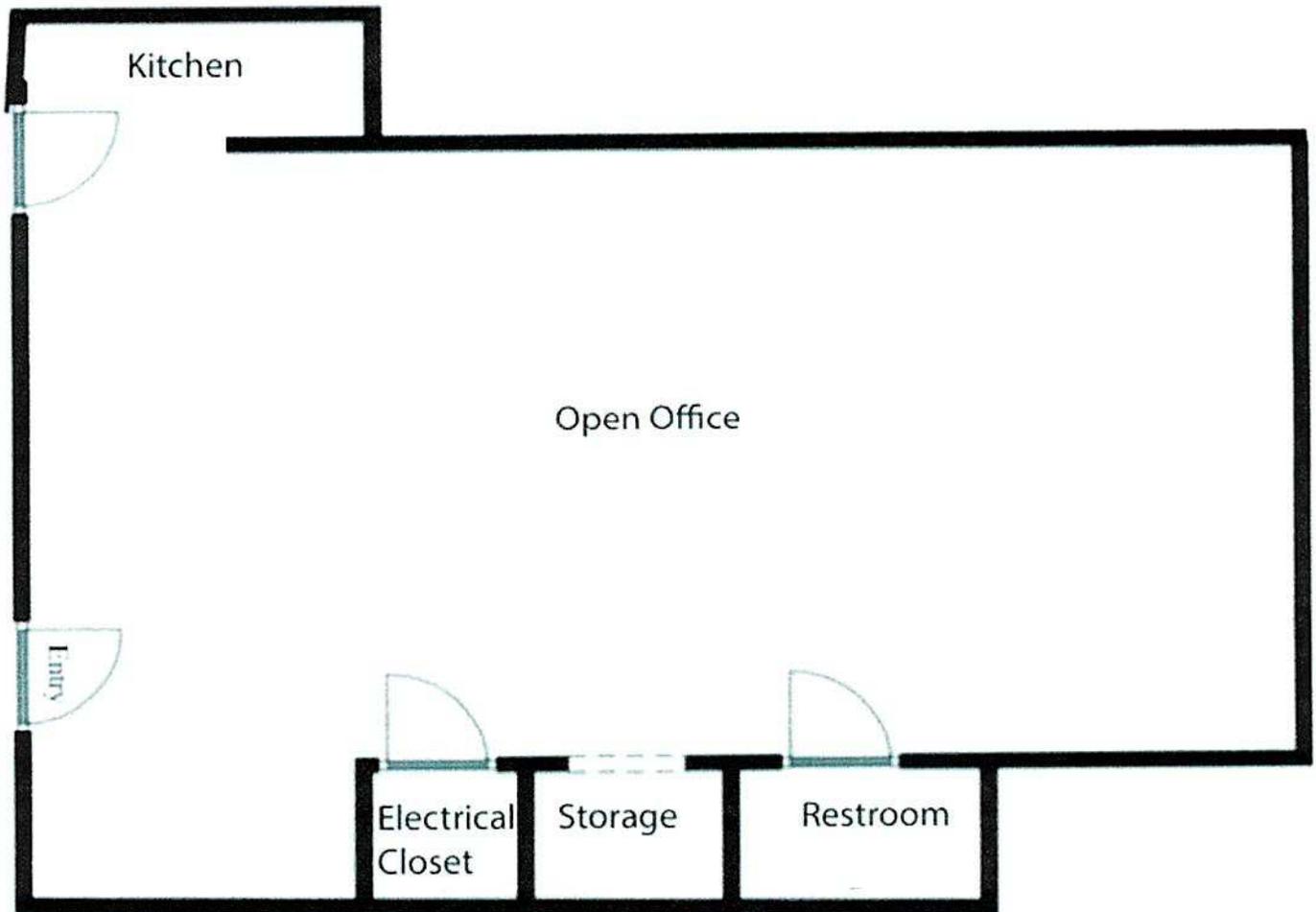
\_\_\_\_\_  
Michael W. Webb  
City Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION/PREMISES FLOOR PLAN**



107 W. TORRANCE BLVD. SUITE 202  
Redondo Beach, CA 90277  
1,025 Square Feet



**EXHIBIT "B"**

**LEASE CONFIRMATION**

TO: **Tenant**

DATED: May 17, 2022

Re: Office Lease (the "Lease") dated **May 17, 2022** by and between **CITY OF REDONDO BEACH**, a Chartered Municipal Corporation as Landlord, and **Monica Quintero, an individual** ("Tenant") as Tenant, for those premises generally referred to as **107 W. Torrance Blvd., #202 Redondo Beach, California 90277** consisting of approximately **1,025** rentable square feet.

Please acknowledge that the Commencement Date of the Lease is May 17, 2022 and that the Expiration Date of the Lease is May 16, 2027, subject to Landlord's early termination right.

Very truly yours,

---

Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.

---

By:  
Name:  
Title:

## EXHIBIT "C"

### RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways of the Building shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no agent, employee, contractor, invitee or licensee of any tenant shall go upon the roof of the Building. Landlord shall have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to any tenant therefore, to change the arrangement or location of entrances or passageways, doors or doorways, corridors, elevators, stairs, toilets and other common areas of the Building.

2. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Building without the prior written consent of Landlord except that Tenant shall have the right, at its sole cost, to place its name on the door of the Premises. Landlord will adopt and furnish to tenants general guidelines relating to signs inside the Building. Tenants shall conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of any such tenant by a person approved by Landlord. Material visible from outside the Building will not be permitted.

3. The premises shall not be used for lodging. No cooking shall be done or permitted on the premises except that private use by any tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages, for preparation of meals by employees of any such tenant in a manner customary for an employee lounge or lunchroom, and for catering to serve food in connection with meetings or receptions will be permitted, provided that such use is in accordance with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.

4. No tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning its premises unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the premises, however occurring, or for any damage done to the effects of any tenant by the janitor or any other employee or any other person. Tenant shall pay to Landlord the cost of removal of any of tenant's refuse and rubbish, to the extent that the same exceeds the refuse and rubbish usually attendant upon the use of tenant's premises as offices. Janitor service will not be furnished

on nights when rooms are occupied after 9:00 P.M. unless, by agreement in writing, service is extended to a later hour for specifically designated rooms.

**5.** Landlord will furnish each tenant without charge with two (2) keys to each door lock provided in the premises by Landlord. Landlord may make a reasonable charge for any additional keys. No tenant shall have any such keys copied or any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises. Each tenant, upon the termination of its lease, shall deliver to Landlord all keys to doors in the Building.

**6.** Landlord shall designate appropriate entrances and a freight elevator for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property, and tenants shall not use any other entrances or elevators for such purposes. The freight elevator shall be available for use by all tenants in the Building subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property shall be repaired at the expense of tenants.

**7.** No tenant shall use or keep in the premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating or air conditioning other than that supplied by Landlord. No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the premises or the Building. All materials stored in the Premises by Tenant shall be stored in compliance with all applicable laws and shall not exceed the maximum floor load for the Premises as reasonably determined by Landlord.

**8.** Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name or street address of the Building.

**9.** Except as expressly set forth in the Lease, Landlord establishes the hours of 8 A.M. to 6 P.M. Monday through Friday, and Saturday 9:00 A.M. to 1:00 P.M., except legal holidays, as reasonable and usual business hours. If during any other hours or any other days, tenant desires to have any services or utilities supplied to tenant, and if Landlord is able to provide the same, tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services or utilities during such hours. Any such charges which such tenant is obligated to pay shall be deemed to be Additional Rent under such tenant's lease.

**10.** The Building's air conditioning system achieves maximum cooling when the drapes and windows are closed. Landlord shall not be responsible for the room temperature if tenant does not keep all drapes and windows in the premises closed whenever the system is in operation. Tenant agrees to cooperate fully at all times with Landlord and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of said air conditioning system. Tenant agrees not to connect any apparatus device, conduit or pipe to the Building chilled and hot water conditioning supply lines. Tenant further agrees that neither tenant nor its servants, employees, agents, visitors, licensees or contractors shall at any time enter mechanical installations or facilities of the Building or adjust, tamper with, touch or otherwise in any manner affect said installations or facilities.

**11.** Electric current is furnished as required by the Building standard office lighting and fractional horsepower office business machines in the amount of approximately four (4) watts per square foot. The tenant agrees, should its electrical installation or electrical consumption be in excess of the aforesaid quantity or extend beyond normal business hours, to reimburse Landlord monthly for the measured consumption under the terms, classifications and rates charged to similar consumers by said public utilities serving in the neighborhood in which the Building is located. If a separate meter is not installed at tenant's cost, such excess cost will be established by an estimate agreed upon by Landlord and tenant, and if the parties fail to agree, as established by an independent licensed engineer. Tenant agrees not to use any apparatus or device in, or upon, or about the premises which will in any way increase the amount of such services usually furnished or supplied to said premises, and tenant further agrees not to connect any apparatus or device or wires, conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services without written consent of Landlord. Should tenant use the same to excess, the refusal on the part of tenant to pay, upon demand of Landlord, the amount established by Landlord for such excess charge shall constitute a breach of the obligation to pay Rent current under tenant's lease and shall entitle Landlord to the rights therein granted for such breach. At all times tenant's use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installation.

**12.** Water will be available in public areas for drinking and lavatory purposes only, but if tenant requests, uses or consumes water for any purpose in addition to ordinary drinking and lavatory purposes, of which fact tenant constitutes Landlord to be the sole judge, Landlord may install a water meter and thereby measure tenant's water consumption for all purposes. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and throughout the duration of tenant's occupancy, tenant shall keep said meter installation equipment in good working order and repair at tenant's own cost and expense, in default of which Landlord may cause such meter and equipment to be replaced or repaired and collect the cost thereof from tenant. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered, and on default in making such payment, Landlord may pay such charges and collect the same from tenant. Any such costs or expenses incurred, or payments made by Landlord for any of the reasons or purposes hereinabove stated shall be deemed to be Additional Rent, payable by tenant, and collectible by Landlord as such.

**13.** Landlord reserves the right to stop service of the elevator, plumbing, ventilating, air conditioning and electric systems, when necessary, by reason of accident or emergency or for

repairs, alterations or improvements, in the judgment of Landlord desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed, and shall further have no responsibility or liability for failure to support elevator facilities, plumbing, ventilating, air conditioning or electric service, when prevented from doing so by strike or accident or by any cause beyond Landlord's reasonable control or by laws, rules, orders, ordinances, directions, regulations or requirements of any federal, state, county or municipal authority or failure of gas, oil or other suitable fuel supplied or inability by exercise of reasonable diligence to obtain gas, oil or other suitable fuel. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms, covenants, conditions, provisions or agreements of tenant's lease or to perform any act or thing for the benefit of tenant, shall not be deemed breached if Landlord is unable to furnish or perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control.

**14.** Landlord reserves the right to exclude from the Building between the hours of 6 P.M. and 8 A.M. Monday through Friday and at all hours on Saturdays, Sundays and legal holidays all persons who do not present identification acceptable to Landlord. Each tenant shall provide Landlord with a list of all persons authorized by such tenant to enter its premises and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

**15.** The directory of the Building will be provided for the display of the name and location of tenants and the principal officers and employees of tenants (not to exceed two (2) names per one thousand (1,000) rentable feet in the Premises) at the expense of such tenant. Periodic revisions and updating shall be provided by Landlord without charge.

**16.** No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. Tenants shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Building's heating or air conditioning system.

**17.** No tenant shall obtain for use in the premises ice, drinking water, food, beverage, towel or other similar services, except at such reasonable hours and under such reasonable regulations as may be established by Landlord.

**18.** Each tenant shall ensure that the doors of its premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before such tenant or such tenant's employees leave the premises so as to prevent waste or damage, and for any default or carelessness in this regard, such tenant shall compensate for all injuries sustained by other tenants or occupants

of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

**19.** The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the tenant who, or whose agent, employee, contractor, invitee or licensee, caused it.

**20.** Except with the prior written consent of Landlord, no tenant shall sell at retail newspapers, magazines, periodicals, theater or travel tickets or any other goods or merchandise to the general public in or on the premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the premises for the service or accommodation of occupants of any other portion of the Building, nor shall the premises of any tenant be used for manufacturing of any kind, or any business activity other than that specifically provided for in the tenant's lease.

**21.** No tenant shall install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building. No television or radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant.

**22.** There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord approves. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its premises.

**23.** Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the vicinity of the Building, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

**24.** Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.

**25.** The requirements of tenants will be attended to only upon application in writing at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

**26.** Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

**27.** These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of premises in the Building.

**28.** Landlord reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.

**29.** All construction projects and tenant improvement work must conform to the General Construction and Building Rules.

**30.** Tenant agrees that all employees will park on the lower levels of the parking structure and that the surface level parking spaces are to be reserved for customers and service providers.

## **EXHIBIT “D”**

### **PARKING FEE SCHEDULE**

Public parking rates are set by Landlord and are subject to change from time to time. The current parking rates are as follows:

#### **DAILY RATE**

##### Summer (May 1 – September 30):

\$2.00 each hour

\$1.00 for the first hour weekdays 8am to 6pm

##### Winter (October 1 – April 30):

\$1.50 each hour

\$1.00 for the first hour weekdays 8am to 6pm

#### **HOLIDAYS AND SPECIAL EVENTS**

July 4<sup>th</sup>: Flat fee of \$30 payable upon entry

#### **PARKING FOR THE DISABLED**

Free with approved placards or license plates.

#### **PIER/BOARDWALK EMPLOYEE MONTHLY AND YEARLY PASSES**

Passes are to be purchased by business owners/managers to satisfy employment verification; parking spaces are occupied on a first-come, first-served basis; passes do not guarantee a parking space.

##### Annual Employee Passes (January 1 – December 31):

- a. Full-Access Annual Pass – 7 days/week in Pier Parking Structure or Plaza Parking Structure: \$280.00. (Purchases after January 31 will be prorated at the rate of \$35/month times the number of months remaining in the year.)
- b. Limited Access Annual Pass - 7 days/week in the Plaza Parking Structure, also allowed in Pier Parking Structure on non-holiday weekdays: \$120.00 (Purchases after January 31 will be prorated at the rate of \$10/month times the number of months remaining in the year.)

##### Summer Season Employee Passes (May 1 – September 30):

- a. Full-Access Summer Pass - 7 days/week in Pier Parking Structure or Plaza Parking Structure: \$120.00 (Purchases after May 31 will be prorated at the rate of \$35/month times the number of months remaining in the summer.)
- b. Limited Access Summer Pass - 7 days/week in the Plaza Parking Structure, also allowed in Pier Parking Structure on non-holiday weekdays: \$50.00 (Purchases after May 31 will be prorated at the rate of \$10/month times the number of months remaining in the summer season.)

## EXHIBIT "E"

### LEASE GUARANTY

THIS LEASE GUARANTY ("Guaranty") is made by **MONICA QUINTERO** (referred to as "Guarantor"), in favor of the CITY OF REDONDO BEACH, a Chartered Municipal Corporation ("Landlord"), in connection with that certain lease dated as of May 17, 2022 (the "Lease") pursuant to which Landlord is to lease to **MONICA QUINTERO** ("Tenant") those premises generally referred to as **107 W. Torrance Blvd., #202** Redondo Beach, CA 90277 (the "Premises").

- A. Landlord requires this Guaranty as a condition to its execution of the Lease and the performance of the obligations to be performed under the Lease by Landlord.
- B. Guarantor has agreed to provide this Guaranty to induce Landlord to enter into the Lease with Tenant and perform its obligations under the Lease.

In consideration of Landlord's agreement to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with Landlord as follows:

1. The Lease is hereby incorporated into and made a part of this Guaranty by this reference.
2. Guarantor hereby unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all sums of rent and other amounts payable under the Lease and the full and punctual performance of all terms, covenants and conditions in the Lease to be kept, performed and/or observed by Tenant. Guarantor's obligations under this Guaranty are continuing and unconditional.
3. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) the Lease may be extended and any other term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of Tenant under the Lease as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; (e) Landlord may permit Tenant to holdover the Premises beyond the Lease Term; and (f) all or any part of the Premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Without in any way limiting the foregoing, Guarantor agrees not to unreasonably withhold its consent to any sublease, assignment of the Lease or other modification of the Lease which is agreed to by Landlord and Tenant.
4. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding against Guarantor; (b) any defense based on the

genuineness, validity, regularity or enforceability of the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2809, 2810 and 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

5. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

6. Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if Landlord's actions shall impair any security or collateral of Guarantor; (b) any security or collateral held by Landlord; (c) require Landlord to proceed against or exhaust any security or collateral before proceeding against Guarantor; (d) require Landlord to pursue any right or remedy for the benefit of Guarantor. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2819, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

7. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Guarantor's obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment of the Lease or any payment under this Guaranty by a trustee of Tenant in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any

such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Until all the Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation or reimbursement against the Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) subordinates any liability or indebtedness of the Tenant now or hereafter held by Guarantor to the obligations of the Tenant under, arising out of or related to the Lease or Tenant's use of the Premises; and (c) acknowledges that the actions of Landlord may affect or eliminate any rights of subrogation or reimbursement of Guarantor as against Tenant without any liability or recourse against Landlord. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Section 2848 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

9. Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) days prior written notice from Landlord, Guarantor agrees to provide Landlord with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to Landlord. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, audited by an independent certified public accountant. Guarantor represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

10. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

11. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

12. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

13. Guarantor hereby agrees to indemnify, protect, defend and hold Landlord and Landlord's Affiliates harmless from and against, all losses, costs and expenses including, without limitation, all interest, default interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease.

14. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any Transferee of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sublessee.

15. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors shall enter into a proceeding for the dissolution of marriage, or in the event of death of any or all Guarantors, notice of such occurrence or event shall be promptly furnished to Landlord by such Guarantor or such Guarantor's fiduciary. This Guarantee shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

16. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, return receipt requested in accordance with the notice provisions of the Lease. The Tenant shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Tenant at the address set forth in the Lease shall constitute proper notice to Guarantor for all purposes. Notices to Landlord shall be delivered to Landlord's address set forth in the Lease. Landlord, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

17. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. Guarantor hereby waives any right to trial by jury and further waives and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon Landlord and Tenant is not binding upon Guarantor.

18. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.

19. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

20. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof.

21. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this Guaranty is binding upon said corporation in accordance with its terms. If Guarantor is a corporation, Landlord, at its option, may require Guarantor to concurrently, with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

[If Guarantor is a married individual, Guarantor's spouse must sign this Guaranty]

\_\_\_\_\_  
\_\_\_\_\_  
Spouse (if applicable)

Address of Guarantor: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

\*A. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Lease must be signed by two officers, one being the Chairman of the Board, the Owner or a Vice Owner, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Lease is signed by one person acting in two capacities, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

B. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in a state other than California, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

**EXHIBIT "F"**

**INITIAL LEASEHOLD IMPROVEMENTS**

Tenant Improvements by Landlord: \$3.90 per square foot and not to exceed \$4,000.00 total for interior Tenant Improvements.

## EXHIBIT "G"

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CITY OF REDONDO BEACH  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: City Clerk

No Recording Fee  
Exempt pursuant to Government Code § 6103

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### MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into as of May 17, 2022, by and between the CITY OF REDONDO BEACH, a Chartered Municipal Corporation, hereinafter referred to as "Landlord" and MONICA QUINTERO, AN INDIVIDUAL hereinafter referred to as "Tenant."

A. Landlord and Tenant have entered in a Lease (hereinafter, "Lease") dated as of May 17, 2022, for certain premises which are located on real property which is commonly described in **Exhibit A** of the Lease and incorporated herein by reference (the "Premises"). Copies of the Lease and Addendum are available for public inspection at Landlord's office at 415 Diamond Street, Redondo Beach, CA 90277.

B. The Lease provides that a short form Memorandum shall be executed and recorded in the official Records of Los Angeles County, California.

NOW, THEREFORE, the parties hereto certify as follows:

1. Purpose of Memorandum of Lease. This Memorandum is prepared for recordation purposes only and it in no way modifies the terms, conditions, provisions and covenants of the Lease. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Lease, the terms, conditions, provisions, and covenants of the Lease shall prevail.

2. Term. This Lease commences **May 17, 2022 and expires May 16, 2027**, subject to Landlord's termination rights.

3. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Landlord and Tenant hereto have executed this Memorandum of Lease in Redondo Beach, California, as of this 17<sup>TH</sup> day of May, 2022.

**LANDLORD**

**TENANT**

CITY OF REDONDO BEACH

MONICA QUINTERO, an individual

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



# Administrative Report

H.10., File # 22-4201

Meeting Date: 5/17/2022

**To: MAYOR AND CITY COUNCIL**

**From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR**

## **TITLE**

APPROVE AN AMENDMENT TO THE AFFORDABILITY AGREEMENTS FOR THE HERITAGE POINTE SENIOR APARTMENTS PROJECT

APPROVE AN AFFORDABLE UNIT OVERCHARGE AGREEMENT FOR THE HERITAGE POINTE SENIOR APARTMENTS PROJECT

## **EXECUTIVE SUMMARY**

The Heritage Pointe Senior Apartments project is a 135-unit senior rental housing project located at 1801 Aviation Way ("Project"). The Project is currently subject to three incongruous income and affordability agreements.

The Project was purchased by Redondo Senior Partners LP, a Delaware limited partnership ("Current Owner") in August 2018. Since that time the City and the Current Owner have been attempting to resolve conflicting issues in the affordability agreements related to housing cost requirements, the allowable use of Section 8 vouchers in the project, the covenant period expiration date, and the quantification and repayment of any excess rents collected.

The City engaged Keyser Marston Associates, Inc. ("KMA") to assist in evaluating the identified issues and to provide recommendations for inclusion to replace the agreements and unify applicable standards. Based on the results of the KMA analysis, and legal interpretations provided by the City Attorney's Office and Richards Watson & Gershon ("RWG"), the City recommends approval of an amendment to the affordability agreements and an overcharge agreement to simplify the ongoing administration of income and affordability requirements at the property.

## **BACKGROUND**

The 135-unit Heritage Pointe Senior Apartments project commenced operation in 1991. The Project includes 66 unrestricted market rate units and 69 units that are subject to long-term income and affordability restrictions. The following income and affordable housing agreements have been executed over time:

1. In 1988 the City and the original Project owner entered into the Declaration Agreement, which provided a density bonus in return for the imposition of affordability restrictions on 28 units in the Project. The rent subsidy payments were funded with Property Tax Increment Housing Set-Aside Funds.
2. In 1989 the former Redevelopment Agency of the City of Redondo Beach ("Former Agency")

entered into the "1989 Regulatory Agreement" which required the Former Agency to make monthly rent subsidy payments in return for the provision of 41 affordable units in the Project. The rent subsidy payments were funded with Property Tax Increment Housing Set-Aside Funds.

3. In 2004, the 1989 Regulatory Agreement was terminated and replaced by the Low/Mod Funds Agreement, which also imposes income and affordability restrictions on 41 units in the Project. The Former Agency's obligation to provide monthly rent subsidy payments was terminated in return for the provision of a \$2.5 million loan to the Project.
4. In 2004, the Former Agency issued \$11.39 million in multifamily housing revenue bonds, which were used to make a loan to the Project. (The bonds have been fully repaid). The Bond Regulatory Agreement imposes income and affordability restricts on all 69 affordable units in the Project.

In summary, the agreements impose requirements on the 69 affordable units in the Projects, as follows:

1. The Declaration Agreement imposes restrictions on 28 units.
2. The Low/Mod Funds Agreement imposes restrictions on 41 units.
3. The Bond Regulatory Agreement imposes restrictions on all 69 affordable units.

### ***Household Income Issues***

The Declaration Agreement requires 28 units to be rented to households earning less than 80% of the area median income as defined in H&SC §50093. Comparatively, the Bond Regulatory Agreement sets the household income standard at 50% of the area median income as defined in IRC §142. The First Amendment sets the household income qualification standard for these units at 50% of the IRC §142 area median income.

The Low/Mod Funds Agreements requires 41 units to be rented to households that earn less than 100% of the area median income published by the United States Department of Housing and Urban Development ("HUD"). The Bond Regulatory Agreement sets the household income standard at 80% of the area median income as defined in IRC §142. The First Amendment sets the household income qualification standard for these units at 80% of the IRC §142 area median income.

### ***Affordable Rent Issues***

Both the Declaration Agreement and the Bond Regulatory Agreement base the affordable rent calculations on benchmark household sizes equal to the number of bedrooms in the unit plus one. This benchmark is used solely for calculation purposes. It is neither an occupancy floor nor a cap.

#### **Declaration Units (28 Units)**

The affordable rent calculations applied in the Declaration Agreement are based on 25% of the benchmark income multiplied times 80% of an undefined area median income. Given the timing of the agreement, and the fact that it was based on a state density bonus statute, it is reasonable to assume that the H&SC §50093 definition of area median income is the applicable for use in the affordable rent calculations.

The Bond Regulatory Agreement requires the affordable rents for 14 of the Declaration Units to be calculated at 30% of the benchmark income multiplied times 50% of the IRC §142 area median

income. The Bond Regulatory Agreement bases the affordable rents for the remaining 14 Declaration Units at 30% of the benchmark income multiplied times 80% of the IRC §142 area median income

Calculations indicate that 25% of the benchmark income multiplied times 80% of the H&SC §50093 area median income generate lower affordable rents than 30% of the benchmark income multiplied times 50% of the IRC §142 area median income. The Declaration Agreement affordable rent calculation methodology is applied in the First Amendment.

#### Low/Mod Funds Agreement Units (41 Units)

The affordable rent calculations applied in the Low/Mod Funds Agreement are based on 30% of the benchmark income multiplied times 80% of an undefined area median income. The Bond Regulatory Agreement calculates the affordable rents at 30% of the benchmark income multiplied times 80% of the IRC §142 area median income.

The meanings of undefined terms in the agreements are subject to reasonable interpretation. Following a review of the agreements, it was concluded that the likely intention was for the statutory definitions applied in the Bond Regulatory Agreement to prevail over the hybrid definitions included in the Low/Mod Funds Agreement. As a result, the First Amendment bases the affordable rent calculations for the 41 units on the affordable housing cost definition applied in the Bond Regulatory Agreement.

#### ***Use of Section 8 Rental Assistance Funds***

In February 2022, 16 of the designated affordable units in the Project were rented to tenants that hold Section 8 rental assistance vouchers. The three existing agreements are silent on the total rent that may be received by the Current Owner for units in which the tenants hold rental assistance vouchers.

The First Amendment requires that the rent paid by the tenant be no more than the applicable affordable rent standard. However, the First Amendment also allows the Current Owner to receive total rent that is equal to the Fair Market Rents established by HUD for Los Angeles County, as adjusted by City established payment standards that more closely align to the Redondo Beach rental market characteristics.

#### ***Covenant Period***

In consideration for amending the existing agreements, the City is requiring the Current Owner to extend the covenants periods imposed by the Declaration Agreement and by the Bond Regulatory Agreement. The First Amendment requires the income and affordability covenants to remain in place through 2059 for all 69 affordable units included in the Project.

#### ***Overcharge Agreement***

The rents being charged for three of the one-bedroom Declaration Units currently exceed the maximum allowable affordable rents. The overpayments cover periods ranging from 17 to 51 months. The excess rent revenue totals \$6,914. Under the terms of the Overcharge Agreement, the Current Owner must reimburse the impacted tenants for the total amount of these overpayments within 30 days following the execution of the Overpayment Agreement.

Staff recommends the adoption of both the First Amendment and the Overpayment Agreement in order to simplify regulations for the affordable housing site moving forward and correct any overpayments that have occurred to date.

**COORDINATION**

Community Services worked with the City Attorney's Office and the City's affordable housing consultant to prepare this report.

**FISCAL IMPACT**

There are no fiscal impacts to the City generated by the implementation of the Amendment and Overcharge Agreement. The agreements will allow the City to more easily administer/oversee the Heritage affordable housing project site in the future.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- First Amendment to Affordability Agreements
- Affordable Unit Overcharge Agreement
- March 11, 2022 KMA Heritage Pointe: Affordable Housing Covenants Analysis



# Administrative Report

H.10., File # 22-4201

Meeting Date: 5/17/2022

**To: MAYOR AND CITY COUNCIL**

**From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR**

## **TITLE**

APPROVE AN AMENDMENT TO THE AFFORDABILITY AGREEMENTS FOR THE HERITAGE POINTE SENIOR APARTMENTS PROJECT

APPROVE AN AFFORDABLE UNIT OVERCHARGE AGREEMENT FOR THE HERITAGE POINTE SENIOR APARTMENTS PROJECT

## **EXECUTIVE SUMMARY**

The Heritage Pointe Senior Apartments project is a 135-unit senior rental housing project located at 1801 Aviation Way ("Project"). The Project is currently subject to three incongruous income and affordability agreements.

The Project was purchased by Redondo Senior Partners LP, a Delaware limited partnership ("Current Owner") in August 2018. Since that time the City and the Current Owner have been attempting to resolve conflicting issues in the affordability agreements related to housing cost requirements, the allowable use of Section 8 vouchers in the project, the covenant period expiration date, and the quantification and repayment of any excess rents collected.

The City engaged Keyser Marston Associates, Inc. ("KMA") to assist in evaluating the identified issues and to provide recommendations for inclusion to replace the agreements and unify applicable standards. Based on the results of the KMA analysis, and legal interpretations provided by the City Attorney's Office and Richards Watson & Gershon ("RWG"), the City recommends approval of an amendment to the affordability agreements and an overcharge agreement to simplify the ongoing administration of income and affordability requirements at the property.

## **BACKGROUND**

The 135-unit Heritage Pointe Senior Apartments project commenced operation in 1991. The Project includes 66 unrestricted market rate units and 69 units that are subject to long-term income and affordability restrictions. The following income and affordable housing agreements have been executed over time:

1. In 1988 the City and the original Project owner entered into the Declaration Agreement, which provided a density bonus in return for the imposition of affordability restrictions on 28 units in the Project. The rent subsidy payments were funded with Property Tax Increment Housing Set-Aside Funds.
2. In 1989 the former Redevelopment Agency of the City of Redondo Beach ("Former Agency")

entered into the "1989 Regulatory Agreement" which required the Former Agency to make monthly rent subsidy payments in return for the provision of 41 affordable units in the Project. The rent subsidy payments were funded with Property Tax Increment Housing Set-Aside Funds.

3. In 2004, the 1989 Regulatory Agreement was terminated and replaced by the Low/Mod Funds Agreement, which also imposes income and affordability restrictions on 41 units in the Project. The Former Agency's obligation to provide monthly rent subsidy payments was terminated in return for the provision of a \$2.5 million loan to the Project.
4. In 2004, the Former Agency issued \$11.39 million in multifamily housing revenue bonds, which were used to make a loan to the Project. (The bonds have been fully repaid). The Bond Regulatory Agreement imposes income and affordability restricts on all 69 affordable units in the Project.

In summary, the agreements impose requirements on the 69 affordable units in the Projects, as follows:

1. The Declaration Agreement imposes restrictions on 28 units.
2. The Low/Mod Funds Agreement imposes restrictions on 41 units.
3. The Bond Regulatory Agreement imposes restrictions on all 69 affordable units.

### ***Household Income Issues***

The Declaration Agreement requires 28 units to be rented to households earning less than 80% of the area median income as defined in H&SC §50093. Comparatively, the Bond Regulatory Agreement sets the household income standard at 50% of the area median income as defined in IRC §142. The First Amendment sets the household income qualification standard for these units at 50% of the IRC §142 area median income.

The Low/Mod Funds Agreements requires 41 units to be rented to households that earn less than 100% of the area median income published by the United States Department of Housing and Urban Development ("HUD"). The Bond Regulatory Agreement sets the household income standard at 80% of the area median income as defined in IRC §142. The First Amendment sets the household income qualification standard for these units at 80% of the IRC §142 area median income.

### ***Affordable Rent Issues***

Both the Declaration Agreement and the Bond Regulatory Agreement base the affordable rent calculations on benchmark household sizes equal to the number of bedrooms in the unit plus one. This benchmark is used solely for calculation purposes. It is neither an occupancy floor nor a cap.

#### **Declaration Units (28 Units)**

The affordable rent calculations applied in the Declaration Agreement are based on 25% of the benchmark income multiplied times 80% of an undefined area median income. Given the timing of the agreement, and the fact that it was based on a state density bonus statute, it is reasonable to assume that the H&SC §50093 definition of area median income is the applicable for use in the affordable rent calculations.

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income. The Bond Regulatory Agreement bases the affordable rents for the remaining 14 Declaration Units at 30% of the benchmark income multiplied times 80% of the IRC §142 area median income

Calculations indicate that 25% of the benchmark income multiplied times 80% of the H&SC §50093 area median income generate lower affordable rents than 30% of the benchmark income multiplied times 50% of the IRC §142 area median income. The Declaration Agreement affordable rent calculation methodology is applied in the First Amendment.

#### Low/Mod Funds Agreement Units (41 Units)

The affordable rent calculations applied in the Low/Mod Funds Agreement are based on 30% of the benchmark income multiplied times 80% of an undefined area median income. The Bond Regulatory Agreement calculates the affordable rents at 30% of the benchmark income multiplied times 80% of the IRC §142 area median income.

The meanings of undefined terms in the agreements are subject to reasonable interpretation. Following a review of the agreements, it was concluded that the likely intention was for the statutory definitions applied in the Bond Regulatory Agreement to prevail over the hybrid definitions included in the Low/Mod Funds Agreement. As a result, the First Amendment bases the affordable rent calculations for the 41 units on the affordable housing cost definition applied in the Bond Regulatory Agreement.

#### ***Use of Section 8 Rental Assistance Funds***

In February 2022, 16 of the designated affordable units in the Project were rented to tenants that hold Section 8 rental assistance vouchers. The three existing agreements are silent on the total rent that may be received by the Current Owner for units in which the tenants hold rental assistance vouchers.

The First Amendment requires that the rent paid by the tenant be no more than the applicable affordable rent standard. However, the First Amendment also allows the Current Owner to receive total rent that is equal to the Fair Market Rents established by HUD for Los Angeles County, as adjusted by City established payment standards that more closely align to the Redondo Beach rental market characteristics.

#### ***Covenant Period***

In consideration for amending the existing agreements, the City is requiring the Current Owner to extend the covenants periods imposed by the Declaration Agreement and by the Bond Regulatory Agreement. The First Amendment requires the income and affordability covenants to remain in place through 2059 for all 69 affordable units included in the Project.

#### ***Overcharge Agreement***

The rents being charged for three of the one-bedroom Declaration Units currently exceed the maximum allowable affordable rents. The overpayments cover periods ranging from 17 to 51 months. The excess rent revenue totals \$6,914. Under the terms of the Overcharge Agreement, the Current Owner must reimburse the impacted tenants for the total amount of these overpayments within 30 days following the execution of the Overpayment Agreement.

Staff recommends the adoption of both the First Amendment and the Overpayment Agreement in order to simplify regulations for the affordable housing site moving forward and correct any overpayments that have occurred to date.

**COORDINATION**

Community Services worked with the City Attorney's Office and the City's affordable housing consultant to prepare this report.

**FISCAL IMPACT**

There are no fiscal impacts to the City generated by the implementation of the Amendment and Overcharge Agreement. The agreements will allow the City to more easily administer/oversee the Heritage affordable housing project site in the future.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- First Amendment to Affordability Agreements
- Affordable Unit Overcharge Agreement
- March 11, 2022 KMA Heritage Pointe: Affordable Housing Covenants Analysis

**Recording Requested By, and  
When Recorded Mail to:**

City of Redondo Beach  
415 Diamond St.  
Redondo Beach, CA 90277  
Attn: Cameron Harding

With a copy to:

Redondo Senior Partners LP  
15301 Ventura Boulevard  
Building B, Suite 500  
Sherman Oaks, CA 91403  
Attn: RJ Miller, President

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*SPACE ABOVE IS RESERVED FOR RECORDER'S USE*

**FIRST AMENDMENT  
TO AFFORDABILITY AGREEMENTS**

This FIRST AMENDMENT TO AFFORDABILITY AGREEMENTS (“First Amendment”) is dated as of May 17, 2022, and is entered into by and between REDONDO SENIOR PARTNERS LP, a Delaware limited partnership (“Owner”) and the CITY OF REDONDO BEACH, a chartered municipal corporation in its capacity as housing successor to the former Redevelopment Agency of the City of Redondo Beach (“City”). Owner and City are sometimes referred to collectively as the “Parties”.

**RECITALS**

A. Owner is the current owner of the 135-unit senior housing rental project known as Heritage Pointe Senior Apartments project located at 1801 Aviation Way in the City of Redondo Beach, California (the “Project”).

B. The Redevelopment Agency of the City of Redondo Beach (the “Former Agency”) and Redondo Beach HP Seniors, L.P. (Owner’s predecessor in interest) entered into that certain Agreement Containing Covenants (Including Rental Restrictions) dated as of September 1, 2004 and recorded on October 1, 2004 as Instrument No. 04-2536058, which expires on October 1, 2059 (the “Low/Mod Funds Agreement”). The Low/Mod Funds Agreement imposes certain affordability restrictions on a portion of the units in the Project, including a requirement that forty-one (41) units referred to as the “Restricted Units” be available for occupancy to and rented exclusively to “Moderate Income” seniors at an affordable rent that does not exceed 30% of 80% of area median income (adjusted for family size appropriate to the unit) plus a reasonable utility allowance.

C. In accordance with California Health & Safety Code Section 34172, the Former Agency was dissolved as of February 1, 2012. City is the successor to the housing assets (as defined in California Health & Safety Section 34176) of the Former Agency, and as such has undertaken the rights and obligations of the Former Agency pursuant to the Low/Mod Funds Agreement, and also under the Bond Regulatory Agreement described below.

D. Since the Owner's acquisition of the Project in August 2018, Owner and City have been in discussion to reconcile and implement the affordability restrictions set forth in the Low/Mod Funds Agreement and the following additional agreements encumbering the Project: (i) Declaration and Agreement dated May 3, 1988 among Cal-Redondo Inc., the Redondo Beach City School District and City which expires on May 3, 2048 and restricts 28 units referred to as the "Declaration Units" be available for occupancy to households with 80% or less of area median income at an affordable rent that does not exceed 25% of 80% of area median income (the "Density Bonus Agreement"); and (ii) Regulatory Agreement and Declaration of Restrictive Covenants dated September 1, 2004 with the Former Agency in connection with a bond issuance, which expires on September 23, 2038 ("Bond Regulatory Agreement").

E. Owner and City have also been discussing the use of Section 8 vouchers for the Project.

F. Owner and City desire to enter into this First Amendment to amend, clarify and provide certainty with respect to the three sets of affordability restrictions and the use of Section 8 vouchers.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and incorporating the above recitals, Owner and City agree as follows:

1. The term of each of the Low Mod Funds Regulatory Agreement, the Density Bonus Agreement and the Bond Regulatory Agreement is hereby extended to September 30, 2059.

2. The terms of the Bond Regulatory Agreement shall apply with respect to the 41 units described therein which will be deemed to be the same 41 Restricted Units under the Low/Mod Funds Regulatory Agreement. As to those 41 units, the last sentence of Section 1a.(3) of the Low/Mod Regulatory Agreement shall be deleted and shall have no force or effect in determining renter eligibility or calculating rents. The standards for qualified renters and maximum permitted rent that will apply to those 41 units is attached as Exhibit "A" and examples of the rent calculation are attached hereto as Exhibit "A-1".

3. The terms of the Density Bonus Agreement shall apply with respect to the 28 units described therein which will be deemed to be the same 28 Declaration Units under the Low/Mod Funds Regulatory Agreement, and such 28 units shall be different units than the 41 units described in Section 2 above. The standards for qualified renters and maximum permitted rent that will apply to those 28 units is attached hereto as Exhibit "B" and examples of the rent calculation are attached hereto as Exhibit "B-1".

4. During periods in which federal Section 8 vouchers administered by the City are used/accepted by Owner, then the laws relating to Section 8 vouchers and the income and affordability requirements for renters using such vouchers shall apply to the applicable unit for which the vouchers are used, and with respect to any of the 41 units described in Section 1 above and the 28 units described in Section 2 above, the standards for the maximum permitted rent payable by the applicable renter/tenant that will apply to those units is attached hereto as Exhibit "C" and examples of the rent calculation are attached hereto as Exhibit "C-1".

5. If any of the 41 units or the 28 units are currently occupied by tenants as of the date of this First Amendment at a rental rate that is lower than permitted under Exhibit "A" or Exhibit "B", as applicable, then the rent charged for such units may not be increased annually by more than five percent, until the maximum rent permitted to be charged is reached. Leases entered into with new tenants occupying any of the 41 units or the 28 units on or after the date of this First Amendment shall be governed by Exhibit "A" or Exhibit "B", as applicable.

6. Owner acknowledges and agrees that this First Amendment shall have no force or effect unless and until Owner complies with the obligations set forth in Section 1 of that certain Affordable Unit Overcharge Agreement dated of even date herewith and that performance thereunder is a condition

precedent to the effectiveness of this First Amendment. Upon submittal by Owner of documentation evidences performance under the Affordable Unit Overcharge Agreement, City shall cause this First Amendment to be recorded in the official records of the County of Los Angeles and a copy of the recorded First Amendment to be delivered to Owner.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the date first set forth above.

**CITY:**

CITY OF REDONDO BEACH, a chartered municipal corporation in its capacity as housing successor to the former Redevelopment Agency of the City of Redondo Beach

By: \_\_\_\_\_

Print Name: William C. Brand

Title: Mayor

**OWNER:**

**REDONDO SENIOR PARTNERS LP,**  
a Delaware limited partnership

By: FFAH II Heritage Pointe, LLC,  
a California limited liability company,  
its Managing General Partner

By: Foundation for Affordable Housing II, Inc.,  
a California nonprofit public benefit  
corporation, its Sole Member

By: \_\_\_\_\_  
Darrin Willard, President

By: Heritage Pointe Investors Manager LLC,  
a Delaware limited liability company,  
its Administrative General Partner

By: \_\_\_\_\_  
Gregory F. Perlman, Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Webb, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
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WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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Signature \_\_\_\_\_ (Seal)

EXHIBIT "A"

QUALIFIED RENTERS AND MAXIMUM RENT FOR THE 41 UNITS

Renter households may not have gross income in excess of 80% of the Area Median Income as defined in Internal Revenue Code Section 142, based on actual household size and income.

Rent may not exceed 30% of 80% of the Area Median Income, as defined in Internal Revenue Code Section 142, adjusted for household size based on the actual number of bedrooms in the applicable unit plus 1, reduced by a reasonable utility allowance determined by City in accordance with the allowances published by the Los Angeles County Development Authority (LADCA) annually.

EXHIBIT "A-1"

EXAMPLES OF MAXIMUM RENT CALCULATION FOR THE 41 UNITS

	<u>1-Bdrm Units</u>	<u>2-Bdrm Units</u>
Area Median Income (IRC §142 AMI)	\$94,600	\$106,400
Benchmark Household Income as % of IRC §142 AMI	80%	80%
Annual Household Income	\$75,680	\$85,120
Monthly Household Income	\$6,307	\$7,093
% of Income Allotted to Housing Expenses	30%	30%
Gross Affordable Rent	\$1,892	\$2,128
(Less) Utilities Allowance	(51)	(63)
Net Affordable Rent	\$1,841	\$2,065

EXHIBIT "B"

QUALIFIED RENTERS AND MAXIMUM RENT FOR THE 28 UNITS

Renter households may not have gross income in excess of 50% of the Area Median Income, as defined in Internal Revenue Code Section 142, based on actual household size and income.

Rent may not exceed 25% of 80% of the Area Median Income, as defined in California Health and Safety Code Section 50093, adjusted for household size based on the actual number of bedrooms in the applicable unit plus 1. Such rent shall not be reduced by a utility allowance.

EXHIBIT "B-1"

EXAMPLES OF MAXIMUM RENT CALCULATION FOR THE 28 UNITS

	<u>1-Bdrm Units</u>	<u>2-Bdrm Units</u>
Area Median Income (HCD AMI)	\$64,000	\$72,000
Benchmark Household Income as % of HCD AMI	80%	80%
Annual Household Income	\$51,200	\$57,600
Monthly Household Income	\$4,267	\$4,800
% of Income Allotted to Housing Expenses	25%	25%
Affordable Rent	\$1,067	\$1,200

EXHIBIT "C"

MAXIMUM RENT FOR THE 41 UNITS AND THE 28 UNITS WHEN SECTION 8 VOUCHERS ARE USED

If Section 8 vouchers are used, then rent may be the payment standard as determined by the City based on adjustments to the fair market rent established by the United States Department of Housing and Urban Development (HUD) for Zip Code 90278 in Los Angeles County; however, the rent payable by the applicable renter/tenant may not exceed the maximum rent described in Exhibit "A" for any of the 41 units, or the maximum rent described in Exhibit "B" for any of the 28 units.

EXHIBIT "C-1"

EXAMPLES OF MAXIMUM RENT CALCULATION FOR THE 41 UNITS AND THE 28 UNITS  
WHEN SECTION 8 VOUCHERS ARE USED

The current payment standards being applied by the City in 2022 are:

One-bedroom units at \$1,814

Two-bedroom units at \$2,337

New Section 8 vouchers and any existing Section 8 vouchers that are renewed on or after the date of the First Amendment shall be based on the above-stated 2022 payment standard. The payments standards may be increased by the City up to one time per year.

## **AFFORDABLE UNIT OVERCHARGE AGREEMENT**

This AFFORDABLE UNIT OVERCHARGE AGREEMENT (“Agreement”) is dated as of May 17, 2022; and is entered into by and between REDONDO SENIOR PARTNERS LP, a Delaware limited partnership (“Owner”) and the CITY OF REDONDO BEACH, a chartered municipal corporation in its capacity as housing successor to the former Redevelopment Agency of the City of Redondo Beach (“City”). Owner and City are sometimes referred to collectively as the “Parties”.

### **RECITALS**

A. Owner is the current owner of the 135-unit senior housing rental project known as Heritage Pointe Senior Apartments project located at 1801 Aviation Way in the City of Redondo Beach, California (the “Project”).

B. The Redevelopment Agency of the City of Redondo Beach (the “Former Agency”) and Redondo Beach HP Seniors, L.P. (Owner’s predecessor in interest) entered into that certain Agreement Containing Covenants (Including Rental Restrictions) dated as of September 1, 2004 and recorded on October 1, 2004 as Instrument No. 04-2536058, which expires on October 1, 2059 (the “Low/Mod Funds Agreement”). The Low/Mod Funds Agreement imposes certain affordability restrictions on a portion of the units in the Project, including a requirement that forty-one (41) units referred to as the “Restricted Units” be available for occupancy to and rented exclusively to “Moderate Income” seniors at an affordable rent that does not exceed 30% of 80% of area median income (adjusted for family sizer appropriate to the unit) plus a reasonable utility allowance.

C. In accordance with California Health & Safety Code Section 34172, the Former Agency was dissolved as of February 1, 2012. City is the successor to the housing assets (as defined in California Health & Safety Section 34176) of the Former Agency, and as such has undertaken the rights and obligations of the Former Agency pursuant to the Low/Mod Funds Agreement, and also under the Bond Regulatory Agreement described below.

D. Since the Owner’s acquisition of the Project in August 2018, Owner and City have been in discussion to reconcile and implement the affordability restrictions set forth in the Low/Mod Funds Agreement and the following additional agreements encumbering the Project: (i) Declaration and Agreement dated May 3, 1988 among Cal-Redondo Inc., the Redondo Beach City School District and City which expires on May 3, 2048 and restricts 28 units referred to as the “Declaration Units” be available for occupancy to households with 80% or less of area median income at an affordable rent that does not exceed 25% of 80% of area median income (the “Density Bonus Agreement”); and (ii) Regulatory Agreement and Declaration of Restrictive Covenants dated September 1, 2004 with the Former Agency in connection with a bond issuance, which expires on September 23, 2038 (“Bond Regulatory Agreement”).

E. Owner and City have also been discussing the use of Section 8 vouchers for the Project.

F. Subject to the terms of Section 2 below, Owner and City are entering into a First Amendment to Affordability Agreements (“First Amendment”) in order to amend, clarify and provide certainty with respect to the three sets of affordability restrictions and the use of Section 8 vouchers.

G. Based on the terms of such First Amendment, Owner has charged rents in excess of the rents permitted by the First Amendment for three units subject to the Density Bonus Agreement since Owner acquired the Project (and such excess is hereinafter referred to as the “Overcharges”).

**NOW, THEREFORE**, in consideration of the First Amendment, Owner and City agree as follows:

1. Within thirty (30) days after the date of this Agreement, time being of the essence of such requirement/deadline, Owner shall refund to the tenants of the units described on Exhibit "A" the overcharges described on Exhibit "A"(totaling \$6,914.00), and provide to City reasonable evidence of such refunds.

2. Notwithstanding approval of the First Amendment by the City Council of City, Owner acknowledges and agrees that performance by Owner of the obligations set forth in Section 1, above, is a condition precedent to the effectiveness of the First Amendment.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

**CITY:**

CITY OF REDONDO BEACH, a chartered municipal corporation in its capacity as housing successor to the former Redevelopment Agency of the City of Redondo Beach

By: \_\_\_\_\_

Print Name: William C. Brand

Title: Mayor

**OWNER:**

**REDONDO SENIOR PARTNERS LP,**  
a Delaware limited partnership

By: FFAH II Heritage Pointe, LLC,  
a California limited liability company,  
its Managing General Partner

By: Foundation for Affordable Housing II, Inc.,  
a California nonprofit public benefit  
corporation, its Sole Member

By: \_\_\_\_\_  
Darrin Willard, President

By: Heritage Pointe Investors Manager LLC,  
a Delaware limited liability company,  
its Administrative General Partner

By: \_\_\_\_\_  
Gregory F. Perlman, Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Webb, City Attorney

EXHIBIT "A"

Unit 223: 46 months at \$69 a month=\$3,174

Unit 258: 17 months at \$13 a month=\$221

Unit 336: 51 months at \$69 a month=\$3,519



KEYSER MARSTON ASSOCIATES™  
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

## MEMORANDUM

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**To:** Cameron Harding, Community Services Director  
City of Redondo Beach

**From:** Kathleen Head

**Date:** March 11, 2022

**Subject:** Heritage Pointe: Affordable Housing Covenants Analysis

**CC:** Cristine Shin, Senior Deputy City Attorney  
City of Redondo Beach

At the request of the City of Redondo Beach (“City”), Keyser Marston Associates, Inc. (“KMA”) reviewed the following agreements that impose income and affordable housing cost covenants on the Heritage Pointe senior citizen apartment Project (“Project”):

1. 1988 Density Bonus Agreement (“Declaration Agreement”)
2. Agreement between the former Redevelopment Agency of the City of Redondo Beach and Cal-Redondo, Inc. (“1989 Regulatory Agreement”)
3. Agreement Containing Covenants (Including Rental Restrictions) dated September 1, 2004 (“2004 Covenants Agreement”).
4. Regulatory Agreement and Declaration of Restrictive Covenants (“2004 Bond Regulatory Agreement”).

The 1989 Regulatory Agreement was terminated and replaced by the 2004 Covenants Agreement. The Declaration Agreement and the 2004 Bond Regulatory Agreement remain in place.

The purpose of the KMA analysis is:

1. To identify the income and affordable housing cost requirements imposed by the three agreements that currently remain in effect:
  - a. To recommend clarifications to the household income qualification definitions.
  - b. To recommend a consistent methodology for calculating the applicable affordable rents.
2. To identify any units that are currently out of compliance with the recommended rent standards.
3. To recommend one covenant expiration date to be imposed on all the affordable units located in the Project.

## EXECUTIVE SUMMARY

Based on an analysis of the three agreements KMA recommends that the following restrictions should be imposed in a First Amendment to the Affordable Housing Agreements (“First Amendment”).

### Declaration Agreement Units

1. The following household income qualification standards should be imposed on all 28 Declaration Agreement Units:
  - a. The standards should be based on the actual household size and actual household income of the prospective tenant’s household; and
  - b. The household income qualification standard should be based on 50% of the area median income as defined in Internal Revenue Code (“IRC”) §142.
2. The rents for the 28 Declaration Agreement Units should be calculated using the following methodology:

- a. The California Health and Safety (“H&SC”) §50093 definition of area median income should be applied.
  - b. 80% of the H&SC §50093 area median income, adjusted for family size appropriate for the unit, should be used as the benchmark income level for rent calculation purposes.
  - c. For affordable rent calculation purposes, the family size appropriate for the unit should be set at the number of bedrooms in the unit plus one.
  - d. 25% of the benchmark household income should be allotted to housing related expenses.
  - e. A utility allowance should not be deducted from the gross affordable rent.
3. A review of the Redondo Beach HP Seniors, LP (“Owner”) February 2022 rent roll indicates the following:
    - a. Three of the one-bedroom Declaration Agreement units were vacant in February 2022. Those three units should be rented as soon as possible.
    - b. The monthly rents for three of the one-bedroom Declaration Agreement units exceed the defined standards by \$13 to \$69.
  4. The covenant period for the Declaration Agreement Units terminates in 2048.

### Restricted Units

The “Restricted Units” are subject to the requirements imposed by the 2004 Covenants Agreement and by the 2004 Bond Regulatory Agreement. The 2004 Covenants Agreement imposes a moderate income requirement on the units, while the 2004 Bond Agreement imposes a low income requirement on the units.

1. The following household income qualification standards should be imposed on the 41 Restricted Units:
  - a. The standards should be based on the actual household size and actual household income of the prospective tenant’s household; and

- b. The household income qualification standard should be set at 80% of the IRC §142 median income.
2. The rents for the 41 Restricted Units should be calculated as follows:
  - a. The IRC §142 definition of area median income should be applied.
  - b. 80% of the IRC §142 area median income , adjusted for family size appropriate for the unit, should be used as the benchmark income level for rent calculation purposes.
  - c. For affordable rent calculation purposes, the family size appropriate for the unit should be set at the number of bedrooms in the unit plus one.
  - d. 30% of the benchmark household income should be allotted to housing related expenses.
  - e. A utility allowance, based on information published annually by the Los Angeles County Development Authority (“LACDA”), should be deducted from the gross affordable rent to arrive at the maximum allowable tenant-paid rent.
3. Based on the Owner’s February 2022 rent roll, the rents charged for all 41 Restricted Units comport with the recommended affordable rent schedule.
4. The covenant periods currently in force are:
  - a. The covenant period for the 2004 Covenants Agreement expires in 2059.
  - b. The covenant period for the 2004 Bond Regulatory Agreement expires in 2038.

## Section 8 Rental Assistance Payments

The Project currently includes 16 units in which the tenants received Section 8 rental assistance payments from the United States Department of Housing and Urban Development (“HUD”). Using Fair Market Rents established by HUD for Los Angeles County as the base, the City establishes payment standards that more closely align to the Redondo Beach market characteristics.

KMA recommends that the First Amendment specifically allow the Owner to set the total rent for units that are receiving Section 8 rental assistance payments at the applicable payment standard. However, in all cases the tenant-paid rent must not exceed the defined affordable rent for the unit.

### Recommended Covenant Termination Date

The termination dates for the three agreements are currently set as follows:

1. The Declaration Agreement covenants terminate in 2048.
2. The covenants imposed by the 2004 Covenants Agreement terminate in 2059.
3. The 2004 Bond Regulatory Agreement covenants expire in 2038.

KMA recommends that First Amendment set September 2059 as the one single covenant termination date.

## SALIENT POINTS OF THE AGREEMENTS

### Declaration Agreement

1. The Declaration Agreement imposes income and affordable housing cost requirements on 28 units in the Project:
  - a. 22 units must include one bedroom; and
  - b. Six units must include two-bedrooms.
2. Qualifying tenants are defined as lower income tenants who earn less than 80% of area median income. A definition of area median income is not included in the Declaration Agreement.
3. The rents for the affordable units are set at 25% multiplied times 80% of the area median income adjusted for family size:
  - a. Area median income is not defined.
  - b. The benchmark household size to be used for affordable rent calculation purposes is not defined.

4. No utility allowance deduction is applied to the gross rents.
5. The income and affordability covenants terminate in 2048.

### 2004 Covenants Agreement

1. The 2004 Covenants Agreement imposes income and affordable housing cost requirements on 41 units in the Project:
  - a. 31 units must include one bedroom; and
  - b. 10 units must include two bedrooms.
2. The affordable units are identified as moderate income units:
  - a. The income standard is defined as 100% of the area median income, adjusted for family size appropriate for the unit.<sup>1</sup>
  - b. Area median income is defined as the median income published by HUD annually. HUD publishes both an unadjusted median income and an adjusted median income for high cost areas. The 2004 Covenants Agreement does not identify which HUD data set should be applied.
3. The affordable rents are to be set using the following calculation methodologies:
  - a. The gross affordable rent is based on 30% multiplied times 80% of the area median income adjusted for family size appropriate for the unit. The net rent is equal to the gross affordable rent minus reasonable utility costs required to be paid the tenant.<sup>2</sup>
  - b. During the term of the 2004 Bond Regulatory Agreement, the affordable rents may be set at the rents imposed by the Bond Regulatory Agreement to the extent those rents are no less stringent than the requirements imposed by the 2004 Covenants Agreement.

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<sup>1</sup> The more typical household income qualification standard would be based on the actual household income of the prospective tenant rather than a benchmark income standard.

<sup>2</sup> The utility allowances published annually by LACDA have historically been used to establish the utilities allowances to be used in the affordable rent calculations.

4. The income and affordability covenants terminate in 2059.

### 2004 Bond Regulatory Agreement

1. The 2004 Bond Regulatory Agreement imposes income and affordability restrictions on 69 units in the project. These units are comprised of:
  - a. The 28 Declaration Agreement Units; and
  - b. The 41 units that are subject to the 2004 Covenants Agreement terms.
2. The household income qualification standards are defined as percentages of the area median income:
  - a. The 28 Declaration Agreement Units must be rented to households that earn less than 50% of the area median income as defined by IRC §142.
  - b. The 41 units that are restricted by the 2004 Covenants Agreement must be rented to households that earn less than 80% of the area median income as defined in IRC §142.
3. The affordable rents must be set as follows:
  - a. The 28 Declaration Agreement Units are subject to the following requirements:
    - i. The affordable rents for 14 units are based on the requirements imposed by the Declaration Agreement.
    - ii. The affordable rents for the other 14 units must be set at the lesser of the affordable rents set by the Declaration Agreement or 30% multiplied times 50% of the IRC §142 area median income, adjusted for family size appropriate for the unit.
  - b. The affordable rents for the 41 units that are restricted by the 2004 Covenants Agreement are calculated by multiplying 30% times 80% of the area median income defined by IRC §142, adjusted for family size appropriate for the unit.

4. No utilities allowances deduction is applied to the gross rents.
5. The income and affordability covenants terminate in 2038.

## RECOMMENDED HOUSEHOLD INCOME STANDARDS

Based on a review of the three agreements KMA recommends that the First Amendment clarify the restrictions to be imposed. It is further our opinion that these clarifications do not actually modify the most stringent standards imposed by the three agreements. The recommended clarifications are as follows:

1. In all cases, the household qualification standards should be based on the actual household size and actual household income of the prospective tenant's household. Benchmark standards should not be applied.
2. The following household income qualifications standards should be applied:<sup>3</sup>
  - a. The household income qualification standard for the 28 Declaration Agreement Units should be based on 50% of the area median income as defined in IRC §142.
  - b. The household income qualification standard for the 41 Restricted Units should be based on 80% of the IRC §142 area median income.

## RECOMMENDED AFFORDABLE RENT CALCULATION METHODOLOGIES

As discussed in the previous section of this analysis, several key terms were not defined in the existing agreements. In addition, a number of the defined terms are not based on state or federal statutes. Instead they are based on hybrid standards that are not explained in the agreements.

### Issues

The meaning of the undefined terms is subject to reasonable interpretation. The issues that KMA identified, and the resulting recommended affordable housing calculation methodologies, are discussed in the following sections of this analysis.

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<sup>3</sup> The applicable 2021 standards are presented in Table 2.

## DECLARATION AGREEMENT

A definition of area median income is not provided in the Declaration Agreement. However, the Declaration Agreement was based on the state density bonus statute that was in place in 1988. As such, it is reasonable to assume that the intention was for area median income to be based on standards defined by the California Department of Housing and Community Development (“HCD”).

## 2004 COVENANTS AGREEMENT

The 2004 Covenants Agreement requires 41 units to be set aside for moderate income households. The key issues associated with this agreement are:

1. Area median income is not a defined term. As such there is no way to determine whether area median income was intended to be based on the H&SC definition or on the IRC 142 definition.
2. Moderate income is defined as 100% of the area median income. This is not based on a state standard; moderate income is defined in H&SC §50093 as 120% of area median income. There is no comparable federal standard.
3. The affordable rents are set at 80% of the undefined area median income. Again, this is not a state standard as H&SC §50053 bases moderate income rents on 110% of area median income.

## 2004 BOND REGULATORY AGREEMENT

The 2004 Bond Regulatory Agreement includes specific definitions of area median income and the affordable rent calculation methodology to be imposed. The requirements are clearly articulated, and were described in the previous section of this analysis.

## Recommended Reconciliation of Affordable Rents

The affordable rent calculations that are applicable to the three affordable housing agreements are presented in Table 1. These calculations were prepared to assist in creating recommended affordable rent calculations for inclusion in the First Amendment.

## DECLARATION AGREEMENT UNITS

As shown in Table 1, the very low income rents that are imposed by the 2004 Bond Regulatory Agreement on 14 Declaration Agreement Units are higher than the low income rents that are applied to all 28 units by the Declaration Agreement. Thus, the Declaration Agreement rents shown in Table 1 must prevail.

## RESTRICTED UNITS

The 2004 Bond Regulatory Agreement and the 2004 Covenants Agreement were both executed on September 1, 2004. It is therefore reasonable to assume that the low income rents imposed by the 2004 Bond Regulatory Agreement were intended to be more stringent than the moderate income rents that were applied by the 2004 Covenants Agreement. If that was not the case, the 2004 Covenants Agreement would have been based on a low income requirement rather than on a City designed moderate income requirement.

Based on this assumption, the only difference between the rent calculations applied by the two 2004 agreements is that the 2004 Covenants Agreement requires a utility allowance to be deducted from the gross affordable rent.

In order to simplify matters going forward, KMA recommends that the following standards be applied to the Restricted Units in the First Amendment:

1. The units should be designated as low income units as defined in IRC §142 for units at 80% of the area median income.
2. The affordable rents should be calculated as follows:
  - a. The benchmark household income should be set at 80% of the IRC §142 area median income as adjusted for family size appropriate for the unit.
  - b. The benchmark household size should be based on the number of bedrooms in the unit plus one.
  - c. 30% of the defined household income should be allotted to housing related expenses.

- d. A utility allowance based on the schedule published annually by LACDA should be deducted from the gross rent to arrive at the allowable tenant-paid rent.

## Section 8 Rental Assistance Payments

A review of the Owner's February 2022 rent roll indicates that 16 designated affordable units are rented to tenants that receive Section 8 rental assistance payments from HUD. In each case, the tenant-paid share of the rent comports with the defined affordable rent standards.

Based on the Fair Market Rents established by HUD for the 90278 zip code, and the payment standards established by the City each year, the applicable monthly payment standards are currently:

1. One-bedroom units at \$1,814 per month; and
2. Two-bedroom units at \$2,337 per month.

All three agreements are silent on the issue related to the total rent that may be received by the Owner for units in which the tenants have Section 8 housing assistance vouchers. Currently the total rent received by the Owner from these units fall into the following categories:

1. The total rent payments received by the Owner from 13 of the units are less than the payment standards applied by the City.
2. The total rent payments received by the Owner for three of the units exceed the payment standards by \$32 to \$86 per month.

It is KMA's recommendation that the total rent for units with Section 8 rental assistance be set at the applicable monthly payment standard. However, in all cases the tenant-paid rent must not exceed the defined affordable rent for the unit.

## FEBRUARY 2022 RENT ROLL: AFFORDABLE RENT ISSUES

### Current Rents

In Table 3, KMA recreated the Owner's February 2022 rent roll for the Declaration Agreement Units and the Restricted Units. KMA reached the following findings based on the review of the rent roll.

### DECLARATION AGREEMENT UNITS

1. In February 2022 there were three vacant one-bedroom Declaration Agreement Units.
2. The current maximum allowable tenant-paid monthly rents are:
  - a. One-bedroom units at \$1,067; and
  - b. Two-bedroom units at \$1,200.
3. The rents being charged for the following one-bedroom units exceed the maximum allowable tenant-paid rent:
  - a. The rent for Unit 223 exceeds the maximum by \$69.
  - b. The rent for Unit 258 exceeds the maximum by \$13.
  - c. The rent for Unit 336 exceeds the maximum by \$69.
4. The tenant-paid rents for 19 of the units are current less than the maximum affordable rents:
  - a. The underpayment for one-bedroom units ranges from \$46 to \$212 per month; and
  - b. The underpayment for two-bedroom units ranges from \$187 to \$239 per month.
5. The tenants in two of the one-bedroom units and one of the two-bedroom units receive Section 8 rental assistance. In each case:

- a. The tenant-paid rent comports with the affordability requirements imposed by the Declaration Agreement; and
- b. The total rent revenue received by the Owner is less than the payment standard currently being applied by the City to units that receive Section 8 rental assistance payments.

### RESTRICTED UNITS

1. All 41 Restricted Units were occupied in February 2022.
2. Using the methodology described in the previous section of this analysis, the current maximum allowable tenant-paid rents are:
  - a. One-bedroom units at \$1,841; and
  - b. Two-bedroom units at \$2,065.
3. The tenant-paid rents for 28 of the units are currently less than the maximum affordable rents:
  - a. The underpayment for one-bedroom units ranges from \$85 to \$473 per month.
  - b. The underpayment for two-bedroom units ranges from \$198 to \$527 per month.
4. The tenants in 12 one-bedroom units and one two-bedroom unit received Section 8 rental assistance:
  - a. For the one-bedroom units the maximum tenant-paid monthly rent is \$1,841 and the Section 8 payment standard is \$1,814. The total rent received for nine of these units is less than the applicable payment standard. The rents for the following one-bedroom units exceed both the maximum monthly rent and the Section 8 payment standard:<sup>4</sup>

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<sup>4</sup> In each case the tenant-paid rent was less than the maximum affordable rent.

- i. The rent for Unit 144 exceeds the maximum affordable rent by \$59 and the Section 8 payment standard by \$86.
  - ii. The rent for Unit 205 exceeds the maximum affordable rent by \$5 and the Section 8 payment standard by \$32.
  - iii. The rent for Unit 360 exceeds the maximum affordable rent by \$5 and the Section 8 payment standard by \$32.
- b. For the two-bedroom unit the Owner received less than the applicable Section payment standard.

### Recommended Actions

1. KMA recommends that the affordable rent calculations methodologies described in this memorandum be defined in the First Amendment.
2. KMA recommends that the total rent for units with Section 8 rental assistance be set at the applicable monthly payment standard established by the City. However, in all cases the tenant-paid rent must not exceed the defined affordable rent for the unit. The applicable monthly payment standards are currently set as follows:
  - a. The one-bedroom unit monthly payment standard is \$1,814.
  - b. The two-bedroom unit monthly payment standard is \$2,337.
3. A number of tenants in the Project's 69 affordable units are currently paying lower rents than are allowed by the three agreements. The First Amendment should define a methodology for increasing the rents for these units over time in a manner that does not create economic displacement for those tenants.

## RECOMMENDED COVENANT TERMINATION DATE

KMA considered the following factors in recommending a single covenant termination date to be included in the First Amendment:

1. The First Amendment will provide clarification of definitions that are subject to multiple reasonable interpretations.
2. The existing agreements are silent on several salient points. The First Amendment will provide certainty on items that were not considered when the agreements were originally drafted.

Recognizing the benefits that the clarifications will provide to the Owner, KMA recommends that all the covenants terminate in September 2059. This is the longest remaining covenant period imposed by any of the three agreements.

TABLE 1

**AFFORDABLE RENT CALCULATIONS  
 AFFORDABLE HOUSING COVENANTS ANALYSIS  
 2021 INCOME DATA  
 HERITAGE POINTE  
 REDONDO BEACH, CALIFORNIA**

I. <b>Area Median Incomes</b> <sup>1</sup>	HCD	IRC §142
2 Persons	\$64,000	\$94,600
3 Persons	\$72,000	\$106,400
II. <b>Affordable Rent Calculations</b>	1-Bdrm Units	2-Bdrm Units
<b>A. Declaration Agreement</b> <sup>2</sup>		
Area Median Income (HCD AMI)	\$64,000	\$72,000
Benchmark Household Income as % of HCD AMI	80%	80%
Annual Household Income	\$51,200	\$57,600
Monthly Household Income	\$4,267	\$4,800
% of Income Allotted to Housing Expenses	25%	25%
<b>Affordable Rent</b>	<b>\$1,067</b>	<b>\$1,200</b>
<b>B. 2004 Bond Regulatory Agreement</b> <sup>3</sup>		
Very Low Income Units <sup>4</sup>		
Area Median Income (IRC §142 AMI)	\$94,600	\$106,400
Benchmark Household Income as % of IRC §142 AMI	50%	50%
Annual Household Income	\$47,300	\$53,200
Monthly Household Income	\$3,942	\$4,433
% of Income Allotted to Housing Expenses	30%	30%
<b>Affordable Rent - Very Low Income Units</b>	<b>\$1,183</b>	<b>\$1,330</b>
Low Income Units <sup>5</sup>		
Area Median Income (IRC §142 AMI)	\$94,600	\$106,400
Benchmark Household Income as % of IRC §142 AMI	80%	80%
Annual Household Income	\$75,680	\$85,120
Monthly Household Income	\$6,307	\$7,093
% of Income Allotted to Housing Expenses	30%	30%
<b>Affordable Rent - Low Income Units</b>	<b>\$1,892</b>	<b>\$2,128</b>
<b>C. 2004 Covenants Agreement</b> <sup>6</sup>		
Moderate Income Units		
Area Median Income (IRC §142 AMI)	\$94,600	\$106,400
Benchmark Household Income as % of IRC §142 AMI	80%	80%
Annual Household Income	\$75,680	\$85,120
Monthly Household Income	\$6,307	\$7,093
% of Income Allotted to Housing Expenses	30%	30%
Gross Affordable Rent	\$1,892	\$2,128
(Less) Utilities Allowance <sup>7</sup>	(51)	(63)
<b>Net Affordable Rent</b>	<b>\$1,841</b>	<b>\$2,065</b>

**TABLE 1**

**AFFORDABLE RENT CALCULATIONS  
AFFORDABLE HOUSING COVENANTS ANALYSIS  
2021 INCOME DATA  
HERITAGE POINTE  
REDONDO BEACH, CALIFORNIA**

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Notes:

- <sup>1</sup> In each agreement the benchmark household size is based on the number of bedrooms in the unit plus one. One-bedroom unit @ 2 persons and two-bedroom units @ 3 persons.
- <sup>2</sup> The applicable median income is defined as the Los Angeles County median income adjusted for family size. The source of this median income is not defined, but it has been assumed to be the median income published annually by HCD.
- <sup>3</sup> Defined as the median income for the Area as most recently determined by the Secretary of Treasury (which determination is required by Code §142(d)(2)(B)).
- <sup>4</sup> The Very Low Income household income restriction applies to all 28 Declaration Agreement affordable units. The Very Low Income Rent requirement applies to 14 of the Declaration Agreement affordable units. The lesser of the Declaration Agreement affordable rents and the Bond Regulatory Agreement rents applies.
- <sup>5</sup> Both household income qualification and affordable rent calculations for the Low Income units are defined terms that are explicitly based on the IRC §142 standards.
- <sup>6</sup> The Very Low Income unit requirements are the same as those imposed in the 2004 Bond Regulatory Agreement. As shown in this table, the Low Income Declaration Agreement rents are lower than the Very Low Income 2004 Bond Regulatory Agreement rents. As such, the Low Income Declaration Agreement rents apply.  
  
The income qualification standard for moderate income households is set at 100% of the Los Angeles County median income published by HUD. The affordable rent calculations are based on 80% of the Los Angeles County median income published by HUD. In accordance with Code §142, HUD publishes median incomes that are adjusted in high cost areas. Comparatively, HCD publishes median incomes that do not include those adjustments. Given that the standards being applied to the Moderate Income Units do not reflect the income qualification or the affordable rent requirements imposed by the Health & Safety Code, it is reasonable to assume that the Code §142 median incomes can be applied.
- <sup>7</sup> Based on the utilities allowances provided in the Urban Futures 9/30/21 affordable rent calculations.

TABLE 2

HOUSHOLD INCOME QUALIFCATION STANDARDS  
AFFORDABLE HOUSING COVENANTS ANALYSIS  
2021 INCOME DATA  
HERITAGE POINTE  
REDONDO BEACH, CALIFORNIA

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Household Size	Declaration Agreement Units	Restricted Units
	Very Low Income @ 50% of IRC §142	Low Income @ 80% of IRC §142
1 Person	\$41,400	\$66,240
2 Persons	\$47,300	\$75,680
3 Persons	\$53,200	\$85,120
4 Persons	\$59,100	\$94,560
5 Persons	\$63,850	\$102,160
6 Persons	\$68,600	\$109,760

TABLE 3

RENT IMPACT CALCULATIONS  
 AFFORDABLE HOUSING COVENANTS ANALYSIS  
 2021 INCOME DATA  
 HERITAGE POINTE  
 REDONDO BEACH, CALIFORNIA

I. Declaration Agreement Units

Unit #	Property Owner Rent Roll - February 2022			KMA Analysis		
	Tenant Paid Rent	Subsidy Received By Tenant	Total Rent Revenue	Affordable <sup>1</sup> Tenant Paid Rent	Subsidy <sup>2</sup> Received By Tenant	Total Rent Revenue
<b>A. One-Bedroom Units</b>						
126	\$855	\$0	\$855	\$1,067	\$0	\$1,067
131	\$1,036	\$0	\$1,036	\$1,067	\$0	\$1,067
148	\$855	\$0	\$855	\$1,067	\$0	\$1,067
152	\$1,006	\$0	\$1,006	\$1,067	\$0	\$1,067
221	\$901	\$0	\$901	\$1,067	\$0	\$1,067
223	\$1,136	\$0	\$1,136	\$1,067	\$0	\$1,067
225	\$901	\$0	\$901	\$1,067	\$0	\$1,067
228	\$855	\$0	\$855	\$1,067	\$0	\$1,067
233	\$855	\$0	\$855	\$1,067	\$0	\$1,067
239	\$855	\$0	\$855	\$1,067	\$0	\$1,067
254	\$855	\$0	\$855	\$1,067	\$0	\$1,067
258	\$1,080	\$0	\$1,080	\$1,067	\$0	\$1,067
303	\$855	\$0	\$855	\$1,067	\$0	\$1,067
311	\$0	\$0	\$0	\$0	\$0	\$0
325	\$0	\$0	\$0	\$0	\$0	\$0
335	\$272	\$653	\$925	\$272	\$653	\$925
336	\$1,136	\$0	\$1,136	\$1,067	\$0	\$1,067
337	\$1,021	\$0	\$1,021	\$1,067	\$0	\$1,067
349	\$0	\$0	\$0	\$0	\$0	\$0
351	\$855	\$0	\$855	\$1,067	\$0	\$1,067
411	\$831	\$714	\$1,545	\$831	\$714	\$1,545
415	\$855	\$0	\$855	\$1,067	\$0	\$1,067
<b>Monthly Totals: One-Bedroom Units</b>			\$18,382			\$20,603
<b>Monthly Increase / (Decrease)</b>						\$2,221
<b>B. Two-Bedroom Units</b>						
106	\$961	\$0	\$961	\$1,200	\$0	\$1,200
120	\$961	\$0	\$961	\$1,200	\$0	\$1,200
134	\$1,013	\$0	\$1,013	\$1,200	\$0	\$1,200
135	\$421	\$1,529	\$1,950	\$421	\$1,529	\$1,950
319	\$961	\$0	\$961	\$1,200	\$0	\$1,200
417	\$961	\$0	\$961	\$1,200	\$0	\$1,200
<b>Monthly Totals: Two-Bedroom Units</b>			\$6,807			\$7,950
<b>Monthly Increase / (Decrease)</b>						\$1,143
<b>C. Total Monthly Increase / (Decrease)</b>						\$3,364

TABLE 3

RENT IMPACT CALCULATIONS  
 AFFORDABLE HOUSING COVENANTS ANALYSIS  
 2021 INCOME DATA  
 HERITAGE POINTE  
 REDONDO BEACH, CALIFORNIA

II. Restricted Units

Unit #	Property Owner Rent Roll - February 2022			KMA Analysis		
	Tenant Paid Rent	Subsidy Received By Tenant	Total Rent Revenue	Affordable Tenant Rent	Subsidy Received By Tenant	Total Rent Revenue
<b>A. One-Bedroom Units</b>						
102	\$1,631	\$0	\$1,631	\$1,841	\$0	\$1,841
112	\$232	\$1,270	\$1,502	\$232	\$1,270	\$1,502
128	\$350	\$1,281	\$1,631	\$350	\$1,281	\$1,631
142	\$1,631	\$0	\$1,631	\$1,841	\$0	\$1,841
144	\$550	\$1,350	\$1,900	\$550	\$1,350	\$1,900
146	\$1,631	\$0	\$1,631	\$1,841	\$0	\$1,841
147	\$445	\$1,180	\$1,625	\$445	\$1,180	\$1,625
151	\$1,368	\$0	\$1,368	\$1,841	\$0	\$1,841
154	\$1,368	\$0	\$1,368	\$1,841	\$0	\$1,841
203	\$1,664	\$0	\$1,664	\$1,841	\$0	\$1,841
204	\$1,756	\$0	\$1,756	\$1,841	\$0	\$1,841
205	\$367	\$1,479	\$1,846	\$367	\$1,479	\$1,846
224	\$613	\$637	\$1,250	\$613	\$637	\$1,250
229	\$224	\$1,198	\$1,422	\$224	\$1,198	\$1,422
235	\$1,368	\$0	\$1,368	\$1,841	\$0	\$1,841
241	\$154	\$1,602	\$1,756	\$154	\$1,602	\$1,756
249	\$1,655	\$0	\$1,655	\$1,841	\$0	\$1,841
250	\$1,464	\$0	\$1,464	\$1,841	\$0	\$1,841
255	\$1,368	\$0	\$1,368	\$1,841	\$0	\$1,841
256	\$1,464	\$0	\$1,464	\$1,841	\$0	\$1,841
312	\$1,442	\$0	\$1,442	\$1,841	\$0	\$1,841
322	\$1,368	\$0	\$1,368	\$1,841	\$0	\$1,841
326	\$1,368	\$0	\$1,368	\$1,841	\$0	\$1,841
331	\$233	\$1,272	\$1,505	\$233	\$1,272	\$1,505
339	\$339	\$1,064	\$1,403	\$339	\$1,064	\$1,403
342	\$1,368	\$0	\$1,368	\$1,841	\$0	\$1,841
353	\$1,631	\$0	\$1,631	\$1,841	\$0	\$1,841
356	\$1,442	\$0	\$1,442	\$1,841	\$0	\$1,841
358	\$389	\$861	\$1,250	\$389	\$861	\$1,250
360	\$284	\$1,562	\$1,846	\$284	\$1,562	\$1,846
413	\$1,368	\$0	\$1,368	\$1,841	\$0	\$1,841
<b>Monthly Totals: One-Bedroom Units</b>			\$47,291			\$53,915
<b>Monthly Increase / (Decrease)</b>						\$6,624

TABLE 3

RENT IMPACT CALCULATIONS  
 AFFORDABLE HOUSING COVENANTS ANALYSIS  
 2021 INCOME DATA  
 HERITAGE POINTE  
 REDONDO BEACH, CALIFORNIA

**B. Two-Bedroom Units**

133	\$1,867	\$0	\$1,867	\$2,065	\$0	\$2,065
145	\$1,538	\$0	\$1,538	\$2,065	\$0	\$2,065
201	\$1,622	\$0	\$1,622	\$2,065	\$0	\$2,065
220	\$1,654	\$0	\$1,654	\$2,065	\$0	\$2,065
234	\$197	\$1,353	\$1,550	\$197	\$1,353	\$1,550
240	\$1,622	\$0	\$1,622	\$2,065	\$0	\$2,065
247	\$1,538	\$0	\$1,538	\$2,065	\$0	\$2,065
308	\$1,538	\$0	\$1,538	\$2,065	\$0	\$2,065
334	\$1,830	\$0	\$1,830	\$2,065	\$0	\$2,065
340	\$1,830	\$0	\$1,830	\$2,065	\$0	\$2,065
<b>Monthly Totals: Two-Bedroom Units</b>			\$16,589			\$20,135
<b>Monthly Increase / (Decrease)</b>						\$3,546

<b>C. Total Monthly Increase / (Decrease)</b>	\$3,546
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<sup>1</sup> See TABLE 1. The affordable rent is set at the lesser of the Low Income Declaration Agreement rents and the Very Low Income 2004 Bond Regulatory Agreement rents. KMA assumed that the tenant paid rents would remain unchanged for units that are receiving outside rental subsidies.

<sup>2</sup> KMA assumed that the rental assistance subsidy dollar amounts would remain unchanged.

<sup>3</sup> See TABLE 1. The affordable rent is set at the lesser of the Low Income 2004 Bond Regulatory Agreement rents and the Moderate Income 2004 Covenants Agreement rents.



# Administrative Report

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H.11., File # 22-4159

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

## **TITLE**

APPROVE A GRANT AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING & WATERWAYS FOR CONSTRUCTION OF THE BASIN 2 SEWER PUMP OUT STATION UPGRADE PROJECT, JOB NO. 50310

## **EXECUTIVE SUMMARY**

Approval of the Grant Agreement with the State of California, Department of Parks and Recreation, Division of Boating & Waterways (DB&W) will provide \$200,000 for construction of the Basin 2 Vessel Sewage Pump Out Station Upgrade Project, Job No. 50310. On December 14, 2021, the City Council awarded a contract to Bellingham Marine Industries, Inc. in the amount of \$2,990,267 for construction of the Sewer Pump Out Project and the Harbor Patrol Dock Replacement Project, Job Nos. 50310 & 70690. Funding for the Sewer component of the Project was originally appropriated from the Wastewater Fund. Approval of the \$200,000 Grant Agreement will alleviate Wastewater Fund expenses. At the request of the DB&W, the contractor "Notice to Proceed" for the Project has been delayed pending the approval of this Grant Agreement, and will be issued should this Grant Agreement be approved.

## **BACKGROUND**

Approval of the Grant Agreement with the State of California, Department of Parks and Recreation, DB&W will provide \$200,000 of funding for the Basin 2 Sewer Pump Out Station Upgrade Project, Job No. 50310. The existing 400 sq. ft timber public sewer pump out dock and two existing guide piles will be removed and replaced with a new 1,200 sq. ft. concrete floating dock supported by five concrete guide piles. The new pump-out dock will be moved entirely outside of the inner breakwall and separated from the operational area of the Harbor Patrol dock, which is an important safety upgrade. In addition, the project will be combined with the rehabilitation of the City's Harbor Patrol docks. The current Harbor Patrol dock system, consisting of a floating 2,800 sq. ft. timber dock and nine concrete guide piles, will be removed and replaced with a new 3,600 sq. ft. concrete floating dock supported by ten concrete guide piles.

On December 14, 2021, City Council awarded a contract to Bellingham Marine Industries, Inc. in the amount of \$2,990,267 for the construction of the Basin 2 Sewer Pump Out Station Upgrade Project and the Harbor Patrol Dock Replacement Project, Job Nos 50310 & 70690. Competitive grant programs were pursued for the Basin 2 Vessel Sewer Pump Out Station Upgrade Project through California's DB&W. In April 2021, the City was notified that the project was awarded a \$200,000 Boating Infrastructure Grant (BIG) Tier I grant. It is anticipated that an additional DB&W grant from a

Clean Vessel Act (CVA) sewage pump out program will also be awarded in the near future in an amount up to \$141,000.

The BIG program is administrated by the California DB&W and provides funding for facilities serving recreational boaters. The program is funded by the Wildlife and Sport Fish Restoration Program from the U.S. Fish and Wildlife service. The CVA grant is also administered by DB&W to fund installation of marina pump out stations. Funds from these grants will be utilized for publicly accessible portions of the project in accordance with the Grant Agreement. Approval of the Grant Agreement with the State of California, Department of Parks and Recreation, DB&W will provide \$200,000 for the construction of the Basin 2 Sewer Vessel Pump Out Station Upgrade project and will be appropriated to the Basin 2 Vessel Pump Out Station project at a later date.

**COORDINATION**

Design of the Project was developed with input from the Harbor Commission and the Fire, Public Works and Waterfront & Economic Development Departments. Construction will be coordinated through the Public Works Department and the Waterfront & Economic Development Department, and will allow continuous operations of the Harbor Patrol docks. The Grant Agreement has been approved as to form by the City Attorney's office.

**FISCAL IMPACT**

Approval of the Grant Agreement will provide \$200,000 to CIP Job No. 50310.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENT**

Grant Agreement with the with the State of California, Department of Parks and Recreation State of California, DB&W



# Administrative Report

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H.11., File # 22-4159

Meeting Date: 5/17/2022

---

**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

## **TITLE**

APPROVE A GRANT AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING & WATERWAYS FOR CONSTRUCTION OF THE BASIN 2 SEWER PUMP OUT STATION UPGRADE PROJECT, JOB NO. 50310

## **EXECUTIVE SUMMARY**

Approval of the Grant Agreement with the State of California, Department of Parks and Recreation, Division of Boating & Waterways (DB&W) will provide \$200,000 for construction of the Basin 2 Vessel Sewage Pump Out Station Upgrade Project, Job No. 50310. On December 14, 2021, the City Council awarded a contract to Bellingham Marine Industries, Inc. in the amount of \$2,990,267 for construction of the Sewer Pump Out Project and the Harbor Patrol Dock Replacement Project, Job Nos. 50310 & 70690. Funding for the Sewer component of the Project was originally appropriated from the Wastewater Fund. Approval of the \$200,000 Grant Agreement will alleviate Wastewater Fund expenses. At the request of the DB&W, the contractor "Notice to Proceed" for the Project has been delayed pending the approval of this Grant Agreement, and will be issued should this Grant Agreement be approved.

## **BACKGROUND**

Approval of the Grant Agreement with the State of California, Department of Parks and Recreation, DB&W will provide \$200,000 of funding for the Basin 2 Sewer Pump Out Station Upgrade Project, Job No. 50310. The existing 400 sq. ft timber public sewer pump out dock and two existing guide piles will be removed and replaced with a new 1,200 sq. ft. concrete floating dock supported by five concrete guide piles. The new pump-out dock will be moved entirely outside of the inner breakwall and separated from the operational area of the Harbor Patrol dock, which is an important safety upgrade. In addition, the project will be combined with the rehabilitation of the City's Harbor Patrol docks. The current Harbor Patrol dock system, consisting of a floating 2,800 sq. ft. timber dock and nine concrete guide piles, will be removed and replaced with a new 3,600 sq. ft. concrete floating dock supported by ten concrete guide piles.

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Clean Vessel Act (CVA) sewage pump out program will also be awarded in the near future in an amount up to \$141,000.

The BIG program is administrated by the California DB&W and provides funding for facilities serving recreational boaters. The program is funded by the Wildlife and Sport Fish Restoration Program from the U.S. Fish and Wildlife service. The CVA grant is also administered by DB&W to fund installation of marina pump out stations. Funds from these grants will be utilized for publicly accessible portions of the project in accordance with the Grant Agreement. Approval of the Grant Agreement with the State of California, Department of Parks and Recreation, DB&W will provide \$200,000 for the construction of the Basin 2 Sewer Vessel Pump Out Station Upgrade project and will be appropriated to the Basin 2 Vessel Pump Out Station project at a later date.

**COORDINATION**

Design of the Project was developed with input from the Harbor Commission and the Fire, Public Works and Waterfront & Economic Development Departments. Construction will be coordinated through the Public Works Department and the Waterfront & Economic Development Department, and will allow continuous operations of the Harbor Patrol docks. The Grant Agreement has been approved as to form by the City Attorney's office.

**FISCAL IMPACT**

Approval of the Grant Agreement will provide \$200,000 to CIP Job No. 50310.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENT**

Grant Agreement with the with the State of California, Department of Parks and Recreation State of California, DB&W

State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
DIVISION OF BOATING AND WATERWAYS

**GRANT AGREEMENT**

**GRANTEE: City of Redondo Beach**

**GRANT PERFORMANCE PERIOD** is from: \_\_\_\_\_ through February 1, 2024.

**GRANT AGREEMENT TERM** is from: \_\_\_\_\_ through February 1, 2044.

**PROJECT TITLE: City of Redondo Beach – Public Sewage Pumpout Dock (#1184)**

**GRANT NUMBER: C8966470**

The Grantee agrees to the terms and conditions of this grant, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation agrees to fund the total grant amount indicated below for the project identified in Exhibit B which is a part of the agreement consisting of: “Grant Conditions and Project Cost Estimate”, pages 1-2. Exhibit A “Boating Infrastructure Grant (BIG) Construction and Operation Grant Agreement”, pages 1-29. Exhibit B “Redondo Beach Pumpout Dock Replacement Dock BIG Tier I Application”, pages 1-60 and “Application for Federal Assistance SF-424”, pages 1-4. Exhibit C “General Terms and Conditions”, pages 1-4. Exhibit D “Contractor Certification Clauses”, pages 1-4. Total Federal FY 21/22 award, F22AP00750-00 Boating Infrastructure Grant Program-Tier I, to California is: \$200,000.00.

**Grantee:** City of Redondo Beach  
**Address:** 415 Diamond Street  
Redondo Beach, CA 90277

**Agency:** Department of Parks and Recreation  
Division of Boating and Waterways  
**Address:** P.O. Box 942896  
Sacramento, CA 94296-0001

BY: \_\_\_\_\_  
(Authorized Signature)  
**WILLIAM C. BRAND, MAYOR**  
(Printed Name and Title of Authorized Representative)

BY: \_\_\_\_\_  
(Authorized Signature)  
**KEREN DILL, STAFF SERVICES MANAGER II**  
(Printed Name and Title of Authorized Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATE OF FUNDING  
(FOR STATE USE ONLY)**

GRANT <b>C8966470</b>	AMENDMENT NO	FISCAL SUPPLIER NO <b>0000011808</b>		PROGRAM <b>2855015</b>
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$200,000.00</b>	FUND TITLE <b>FEDERAL TRUST FUND (F22AP00750-00)</b>		AGENCY BILLING CODE NO <b>053709</b>	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$0.00</b>	GL / APPROP REF / FUND <b>3790-101-0890</b>	CHAPTER <b>21</b>	STATUTE (ENY) <b>2021</b>	FISCAL YEAR <b>2021/22</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$200,000.00</b>	RPTG STRUCTURE <b>37900709</b>	ACCOUNT / ALT ACCOUNT <b>5432000/ 5432000000</b>	ACTIVITY <b>68700</b>	PROJECT <b>379065622200</b>

### **Grant Conditions and Project Cost Estimate**

1. This award is approved by the U.S. Fish and Wildlife Service (USFWS). Award conditions include authorization to request reimbursement for pre-award expenses incurred to support engineering, permits, and project management costs incurred by the City of Redondo Beach (City) estimated to be 17 percent of the total base construction cost. Pre-award expenses of \$106,477.12 are authorized to be applied toward the non-federal match requirement of \$53,238.56. Pre-award costs are those incurred prior to the effective date of this award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of award. Approved pre-award costs are portions of the engineering, administration, mobilization, and demobilization as identified in Exhibit B Part 1 pages 14-15.
2. Grantee must conform to all conditions specified on the U.S. Army Corps of Engineers Letter of Permission #SPL-2020-00061-LP which is included in this agreement in Exhibit B Part 1.
3. The City, at its expense, must complete NEPA, CEQA and California Coastal Commission (if applicable) requirements by May 1, 2023. No reimbursement will occur until CEQA is complete.
4. The Division of Boating and Waterways (DBW) and US Fish and Wildlife Service (USFWS) must provide prior written approval for any changes to the project scope or project objective listed in Exhibit B of this agreement.
5. Prior written approval is required from DBW and USFWS for budget revisions between engineering and construction costs that exceed, or are expected to exceed, ten percent (10%) of the current total approved budget.
6. Per the City's BIG Proposal and this grant agreement, the minimum required match is 43% of the total eligible project costs. This minimum must be maintained at 43% of the BIG total eligible project costs even if the project costs exceed or fall below the proposed total project costs. Eligible project costs are those directly related to servicing recreational vessels of 26-feet or more in length.
7. The total project cost is projected to be \$978,684.00 and the BIG eligible project cost is estimated to be \$471,516; this is 50% of the total project cost which accounts for proration of ineligible users. This current cost estimate exceeds the original estimate submitted in the grant application, which was \$352,156.56. The City originally committed to contributing \$152,156.56 (or 43%) in cash match but due to current project cost estimates, the City has confirmed it will contribute all costs in excess of the original estimate. This exceeds the match total identified on the federal application SF-424, incorporated into this agreement as

part of Exhibit B. The City may contribute more than the minimum, but the minimum contribution of 43% remains. The City is free to find alternate grant sources for the difference.

8. If the City intends to provide in-kind match, within sixty (60) days from the execution of this agreement submit for DBW approval, a quote of staff, duties, qualifications, pay rate (direct costs and benefits excluding burden or overhead and estimated total hours per person). Submission of signed time sheets, clearly identifying tasks accomplished for the in-kind match shall be submitted quarterly.
9. The City will contribute all costs necessary for completion of the project that exceed the awarded grant funding amount of \$200,000.00.

Table 1: Project Cost Estimate and BIG			
CONSTRUCTION COSTS	Project Costs *	Eligible Project Costs (50% proration)	DBW/BIG FUNDING
Mobilization	\$73,387.00	\$36,693.50	\$0.00
Floating Docks	\$313,476.00	\$156,738.00	\$100,000.00
Guide Piles	\$280,430.00	\$140,215.00	\$100,000.00
Electrical	\$70,391.00	\$35,195.50	\$0.00
Plumbing	\$28,522.00	\$14,261.00	\$0.00
Pumpout Unit***	\$35,652.00	\$0.00	
Fire Extinguisher, Dock Boxes, Safety Ladder, Signage	\$5,655.00	\$2,827.50	\$0.00
Demo & Disposal	\$52,512.00	\$26,256.00	\$0.00
<b>Construction Subtotal:</b>	<b>\$860,025.00</b>	<b>\$412,186.50</b>	<b>\$200,000.00</b>
<b>NON-CONSTRUCTION COSTS</b>			
Permitting and Biological Surveys	\$12,182.00	\$6,091.00	\$0.00
Engineering, Permitting, Administration, (pre-award costs):	\$106,477.00	\$53,238.50	
<b>Non-Construction Subtotal:</b>	<b>\$118,659.00</b>	<b>\$59,329.50</b>	<b>\$0.00</b>
<b>TOTALS:</b>	<b>\$978,684.00</b>	<b>\$471,516.00</b>	<b>\$200,000.00</b>
<b>Estimated City Match (\$):</b>		<b>\$271,516.00</b>	
<b>Estimated City Match (%)**:</b>		<b>58%</b>	

\* Current Project Cost Estimate per City  
 \*\* Minimum City Grant Match Requirement: 43%  
 \*\*\* Pumpout Unit funded under a separate grant

**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

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**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

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**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

**ARTICLE 1. - DEFINITIONS**

- A. ALLOWABLE PROJECT COSTS means those permitting, planning, signage, labor, design, material and construction costs which are necessarily incurred by the Grantee for the purpose of completing the Project and are covered by the Grant as eligible Grant activities; such Project costs shall not include any expenses incurred prior to the Effective Date of this Agreement nor any expenses incurred for ineligible activities unless otherwise noted in the Project Scope and Cost Estimate (Exhibit B). Such Project costs shall not include indirect or overhead charges claimed by the Grantee.
- B. DATE OF ACCEPTANCE means the date specified on the Project Completion Certification and which denotes the beginning of the twenty (20) year portion of the grant term in accordance with Article 3 of this exhibit.
- C. DEPARTMENT means the Department of Parks and Recreation, Division of Boating and Waterways (DBW).
- D. EFFECTIVE DATE means either the mutually agreed upon Project start date or the approval date by the Department of General Services (DGS), whichever is later. In cases where DGS approval is not required, this Agreement is of no force or effect until the date of the last signature. No work shall commence until the Effective Date.
- E. GRANT means the funds provided pursuant to U.S. Fish and Wildlife Service, Boating Infrastructure Grant Program, 50 CFR Part 86 Final Rules.
- F. GRANTEE means the person or entity identified as the Grantee on the face page of the Agreement.
- G. PROJECT means the Boating Infrastructure Grant proposal submitted by the Grantee to the Department and attached and made part of the Agreement as Exhibit B.
- H. PROJECT AREA means the area delineated in Exhibit B within which the Project will be undertaken.
- I. PROJECT COMPLETION CERTIFICATION means a fully executed Notice of Completion, or equivalent, which states the Grantee has accepted the Project as complete on a specific date (Date of Acceptance).

**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

**ARTICLE 2. - GRANTEE'S WARRANTIES**

Grantee warrants that the obligation created by this Agreement will not create an indebtedness or liability contrary to the provisions of Section 18 of Article XVI of the Constitution of the State of California.

**ARTICLE 3. - TERM OF AGREEMENT**

- A. The term of this Agreement, subject to the provisions for prior termination, shall begin on the Effective Date of the Agreement and shall continue for twenty (20) years from the date that the Project is accepted by the Department.
- B. This Agreement may be extended, amended, or canceled upon written agreement of both the Department and the Grantee.

**ARTICLE 4. - GRANT**

- A. The Department hereby grants up to two hundred thousand dollars and no cents, (\$200,000.00) to the Grantee for the construction/renovation of boating facilities for recreational boats 26 feet or more in length at City of Redondo Beach Pumpout Dock in compliance with the regulations of the Boating Infrastructure Grant Program (50 CFR Part 86).
- B. The Grant provides for reimbursement for approved expenditures with Federal Funds [FED CATALOGUE 15.622].
- C. This Grant is contingent upon approval of the Project by the State and the U.S. Fish and Wildlife Service. The Grantee shall satisfy all applicable state and federal laws, regulations, and authorities; including but not limited to the following federal authorities 50 CFR Part 86, 2 CFR 200.
- D. The Project work shall be in accordance with the approved Proposal for National Boating and Infrastructure Grant Program, designated as Exhibit B, which is made part of this Agreement.
- E. This Grant is subject to the terms and conditions in Exhibits A, B, and C of this Agreement.

**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

**ARTICLE 5. - COMPLIANCE WITH LAW, REGULATION AND POLICY**

Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Fish and Wildlife Code of Federal Regulations (2 CFR 200, 50 CFR 86), Equal Opportunity (41 CFR 60-1.4(b)), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act as amended (33 U. S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352). Updated regulations are available at the U.S. Fish and Wildlife website <http://www.fws.gov/grants/resources.html>.

**ARTICLE 6. - PROJECT COMPLETION DATE**

The Grantee shall complete the construction/renovation of the boating infrastructure facility as described in the Project Scope (Exhibit B) and hereinafter referred to as "Project" no later than February 1, 2024.

**ARTICLE 7. - LAND CONTROL**

- A. The Grantee shall retain ownership or control of all land within the Project area and shall not sell, exchange, transfer, mortgage, hypothecate, lease, assign or sublease in any manner all or any portion of the real property within the Project area, or required in connection therewith, without advance written approval of the Department.
- B. The Grantee warrants that there shall be no encumbrance, lien, easement, license, title, cloud, or other interest, which may interfere with the Project or use thereof by the public. Certification by the Department that the Grantee has satisfied the conditions precedent to disbursement of the Grant shall not affect this warranty.
- C. The Grantee shall ensure that the facilities will continue to serve their intended purposes throughout their useful life. Facilities constructed or improved with Federal Aid funds must continue to serve the purpose for which acquired or constructed by the Grantee.
- D. Failure to comply with the requirements of Sections A, B, or C above shall be a breach of Grant Agreement for which the Department and U.S. Fish and Wildlife Service may require repayment of the Grant.

**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

**ARTICLE 8. - DESIGN AND CONSTRUCTION OF PROJECT**

- A. All architectural and engineering contracts for plans and specifications shall require that the plans and specifications:
1. Be prepared by persons licensed by the State of California to undertake the type of design work required by the Project (engineer's/architect's certificate number to appear on construction contract design documents),
  2. Be prepared in conformance with the most recent version of the Department of Boating and Waterways' *Layout & Design Guidelines for Marina Berthing Facilities*, when applicable,
  3. Be submitted to the Department and Grantee in 11" X 17" hardcopy and on CD or DVD in full sized and 11" X 17" PDF format. Specifications shall also be submitted in hardcopy and in PDF format,
  4. Become the property of the Grantee,
  5. Provide for all Project facilities set forth in Exhibit B and
- B. The Grantee shall obtain from the Department advance written approval for the following:
1. All bid documents prior to advertisement including plans and specifications,
  2. All contracts prior to award,
  3. All change orders of \$5,000 or more, for any work performed under this Agreement,
  4. All changes to Project schedule discussed in Subpart D of this Article, of thirty (30) days or more, and
  5. Acceptance of the Project by the Grantee.
- C. All construction contracts for the Project shall:
1. Be awarded in accordance with all applicable laws and regulations, shall comply with Federal requirements 2 CRF identified in section §§200.318 General procurement standards through 200.326 Contract provisions,
  2. Contain the following clause: "The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project area for purposes of inspecting the Project area."

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3. Contain a clause stating that the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including, but not limited to HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship,
  4. Contain a clause that the construction contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes, which apply to the Project, and any work performed pursuant to the contract,
  5. Contain a clause that requires the contractors to ensure the structural integrity and safety of the Project,
  6. Require that the Project be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed and compliance with specifications shall be verified, by qualified professionals selected by the Grantee or Grantee's representative, and
  7. Shall contain the requirements of Article 13 Liability and Fire Insurance and Article 17 Liability of this Agreement.
- D. The Grantee shall, within sixty (60) days of approval of this Agreement, provide the Department with a Project schedule showing the proposed dates of the following Project phases or milestones:
1. Beginning and ending dates of Project design consultant selection by Grantee,
  2. Submission of the consultant services agreement to the Department for approval,
  3. Beginning and ending of Project design,
  4. Submission of plans and specifications to the Department for approval at 30%, 60%, 90%, and 100% completion,
  5. Beginning and ending dates of Grantee advertising of Project for bids,
  6. Project bid opening date,
  7. Submission of the construction Agreement to the Department for approval,

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8. Beginning and ending dates of Project construction,
  9. Acceptance of Project by the Grantee, and
  10. Submission of a Project Completion Certification to the Department.
- E. Prior to the commencement of the construction of the Project, the Grantee shall cause the contractor and a corporate surety acceptable to the Department to furnish in favor of the Grantee and the Department, as their interests may appear, bonds or other security interests as allowed pursuant to PCC 10263 & 22300 in the minimum amounts indicated below and copies shall be furnished to the Department:
1. Faithful performance – one hundred percent (100%) of the total contract bid price.
  2. Labor and materials – one hundred percent (100%) of the total contract bid price.
- F. The Grantee's personnel and construction of the Project shall be under the supervision of qualified inspectors.
- G. Inspection reports and related inspection data shall at all reasonable times be accessible to the Department personnel, and on request copies of such reports and data shall be provided to the Department by the Grantee.
- H. The Grantee shall provide at least quarterly written reporting to the Department as to the progress and status of the Project using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing.

**ARTICLE 9. - OPERATION AND MAINTENANCE OF PROJECT**

- A. The Grantee shall operate the Project and all other improvements placed in the Project area as a recreational transient boating facility. The Project area shall be open to all recreational vessels, including vessels powered by 2-stroke and 4-stroke gasoline engines, at all times except as approved by the Department. Notwithstanding Harbors and Navigation Code Section 660, any non-emergency restrictions related to time-of-day use, speed zones, special-use areas, or pollution control measures in the Project area, which results in closure or partial closure of the waterway to any recreational vessel shall be subject to prior approval by the Department. Failure to obtain prior approval of the Department for such restrictions shall constitute a breach of this Grant Agreement and subject the Grantee to the penalties set forth in Article 19 of this exhibit.

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- B. The Grantee shall maintain and repair any and all buildings, structures or other improvements, which are or may, hereafter, be constructed in the Project area, and the Department, shall not be liable for any costs of such maintenance, management, control or operation.
- C. The Grantee shall allow reasonable access to the Project by all recreational vessels for the useful life of the facilities constructed with the Grant funds. The Grantee shall insure that the facilities are accessible to the public. "Accessible to the public" means located where the public can reasonably reach the facility; where boats typical to that facility can easily use it; where only reasonable fees, as defined in Section H of this Article, are charged; and that are open for reasonable periods as determined and approved by the Department. The Grantee shall allow public access to the shore and basic features such as fuel and restrooms in facilities that have them. The Grantee shall provide precise details of the public access to the Department for approval. Any work to construct or renovate tie-up facilities under the Grant must comply with the Americans with Disabilities Act.
- D. All facilities located within the Project area shall be maintained and operated with due regard to public safety and in accordance with all applicable laws, ordinances, and regulations. All contracts relating to the operation of the Project shall include a clause requiring adherence to all applicable state and federal nondiscrimination laws.
- E. The Grantee shall operate and maintain the Project and all improvements funded by this Grant Agreement in a manner that ensures a safe and useable condition of the Project at all times during the time of this Grant Agreement. The Department may make periodic inspections to determine if the facility is being operated and maintained accordingly. Failure to operate and maintain the facility in accordance with this section is a breach of this Grant Agreement and shall preclude the Grantee from receiving any future Grants and may subject the Grantee to other remedies available to the Department as described elsewhere in this Grant Agreement. The Department and its agents may, at any and all reasonable times during the term of this Grant Agreement, enter the Project for purposes of inspecting the Project.

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- F. The Grantee that has entered into, or will enter into a concession agreement for operation of the Project shall require that the operation and maintenance of the facility by the concessionaire be continued with in accordance with all conditions of Article 9 of this exhibit, Sections A-H.
- G. All Department signs shall be kept permanently in place.
- H. The Grantee (or any lessee or concessionaire operating under the authority of the Grantee) may charge the users of the facilities provided with the Grant funds a reasonable fee, based on the prevailing rate in the area. The fees charged by the Grantee shall not pose an unreasonable competitive amount on the publicly or privately owned facilities in the area. The Grantee shall obtain written approval from the Department for all fee structures and any proposed future changes to the fee structures. The fees charged for use of the facilities shall be the same for all users.

**ARTICLE 10. - DISBURSEMENT OF GRANT**

Conditions Precedent - The Department shall have no obligation to disburse money under this Grant unless and until the Grantee demonstrates to the satisfaction of the Department that the Grantee has satisfied all State and Federal grant requirements per Article 4 (C) of this exhibit and the Department has received written verification from the U.S. Fish and Wildlife Service that the Project has been approved.

Conditions Precedent – The Department shall have no obligation to disburse money under this Grant unless and until the Grantee demonstrates to the satisfaction of the Department that the Grantee has title to, or adequate interests in, the real property comprising the Project area, including but not limited to the following:

1. Land access to the Project area by a maintained way,
2. A right of passage over a waterway, open to the public, between the Project and navigable waters, and
3. Easements or other rights of way outside the Project area to provide utilities and services to the Project.

The Department shall provide a Grant to the Grantee up to the maximum amount stated on the face page of the Agreement, however: No funds shall be disbursed for work performed prior to

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the Effective Date of this Agreement. The Department shall have no obligation to disburse any of the Grant to cover construction costs unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project. Grant disbursements to cover Project Costs shall be made in arrears as follows:

- A. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests. When Grantees' staff completes work, Grantee shall submit signed time sheets showing the time worked on the Project, the date, and the work completed towards the Project during that time. Direct pay amounts, including benefits, for each installer must be provided.
- B. Grant disbursement requests shall be submitted in duplicate hardcopy to the Department. Two complete sets are required. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department any progress made on the Project, or explanation of no progress made on the Project, at least quarterly.
- C. Grantee shall request final Grant disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Grantee.
- D. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.
- E. The Department shall retain Grant funds equal to ten percent (10%) of approved Project Costs until the Department has approved the acceptance of the Project.
- F. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States government for the fiscal years covered by the term of construction as limited by the completion date stated in Article 6 of this exhibit. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this Grant in any manner. It is mutually agreed the Department has the option to void or cancel the Grant if funds are not available with thirty (30) days advance written notice or to amend the Grant to reflect any reduction in funds.

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**ARTICLE 11. - COST SHARING OR MATCHING (2 CFR 200.306)**

- A. All shared costs, matching funds, and contributions, including cash and third party in-kind contributions, shall meet all of the following criteria:
1. Shall be clearly and specifically detailed in writing, and verified by Grantee,
  2. Shall not be included as contributions for any other Federal award,
  3. Shall be necessary and reasonable for accomplishment of Project or program objectives,
  4. Shall be allowable under Section E of this Article,
  5. Shall not be paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for that program may be applied to matching or cost sharing requirements of other Federal programs,
  6. Shall be provided for in the approved budget when required by the Federal awarding agency, and
  7. Shall conform to other provisions of this part, as applicable.
- B. Unrecovered indirect costs, including indirect costs on cost sharing or matching, may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.
- C. Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved Project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.
- D. When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable and otherwise allowable, and indirect costs at

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either the third party organization's approved federally negotiated indirect cost rate or, a rate in accordance with §200.414. Indirect (F & A) costs, paragraph (d), provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.

- E. Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.
- F. The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.
- G. The value of loaned equipment must not exceed its fair rental value.
  - 1. For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.
  - 2. For Institutes of Higher Education, see also OMB memorandum M-01-06, dated January 5, 2001, Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

**ARTICLE 12. - PROJECT REPRESENTATIVES**

The Grantee and the Department shall each designate in writing specific staff representatives for the purposes of communication between parties. Grantee's representative shall be confirmed by delegation of authority, signed by the person designated by Resolution to sign the Agreement or any amendments, and to make decisions concerning the Agreement.

**ARTICLE 13. - LIABILITY AND FIRE INSURANCE**

- A. The Grantee shall, at a minimum, maintain in full force and effect during the term of this Agreement the following insurance:

Bodily Injury or Death:	\$1,000,000 each person
	\$1,000,000 each occurrence

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Property and Product Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the Project

- B. All policy or policies shall contain the following endorsement:  
The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the Grantee and the Department in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to the Department.
- C. The Grantee agrees that all contracts between it and the contractor (or contractors) responsible for construction of the Project shall contain a clause which requires the contractor(s) to obtain insurance in the minimum amounts and kinds specified above in Subpart A.
- D. The insurance requirements specified above in Subpart A, may be satisfied to the extent that the Grantee can provide comparable protection for the Grantee and the Department by virtue of the Grantee's participation in any "risk management" plan, self insurance program, insurance pooling arrangement, or any combination of these, provided that the protection plan has been approved by the Department.
- E. The Grantee agrees that all contracts between it and the designer (or designers) responsible for design and preparation of plans and specifications of the Project shall contain a clause requiring said designer(s) to obtain Architect's Professional Liability (errors and omissions) Insurance in the amount of \$1,000,000.
- F. Copies of any policy or policies, including any new or renewal policy, shall be in a form satisfactory to the Department. Copies of such policy or policies shall be submitted to the Department at least twenty (20) days prior to the Effective Date or dates thereof.
- G. Loss under any fire insurance policy shall be payable to the Department for deposit in an appropriate trust fund with the State of California. The proceeds may be paid to the Grantee upon the Grantee's application for the reconstruction of the destroyed facilities.
- H. The Department shall not be responsible for the payment of any premiums or assessments on Grantee's insurance policies.

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- I. Grantee shall provide proof of insurance to the Department annually and upon written request by the Department.

**ARTICLE 14. - INSTALLATION OF OTHER FACILITIES**

- A. The Grantee may at its own expense place or cause to be placed within the Project area any structure or structures, or make any alterations or improvements in addition to those set forth herein, and described in Exhibit B, provided that such facilities:
  1. Are constructed, maintained and operated for the use, enjoyment, protection and service of the public,
  2. Are in compliance with Article 9 of this exhibit,
  3. Do not directly or indirectly reduce the service capacities for the boating public called for in Exhibit B, including the sanitary and parking facilities, and
  4. Have the prior written approval of the Department. Approvals shall not be unreasonably withheld.
- B. The Department shall not be obligated to make or cause to be made any alterations, improvements or repairs to any facilities within the Project area in addition to the original construction of the Project as provided for herein.

**ARTICLE 15. - ASSIGNMENT, SALE OR TRANSFER**

- A. No assignment, sale or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by Grantee shall be valid unless and until it is approved in writing by the Department and made subject to such reasonable terms and conditions as the Department may impose.
- B. Grantee shall require, as a condition of assignment, sale or transfer of the property on which the Project is constructed, that the assignee, purchaser or transferee of the property assume, in writing, in such manner as shall be satisfactory to the Department, the obligations of this Agreement. Failure to comply with this provision shall constitute a default and shall be grounds for Department to terminate this Agreement and seek all available legal remedies.

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**ARTICLE 16. - ADOPTION OF RULES AND REGULATIONS FOR CONCESSION AGREEMENTS**

The Grantee agrees that such concession agreements as may be entered into, and such rules and regulations as may be promulgated by it for the use and enjoyment of the Project area and all facilities therein, shall conform to and be consistent with the rules, regulations, and policies promulgated by the Department and generally applicable to the Department small craft launching facilities Grant program; further, such concessions agreements shall have the written approval of the Department prior to award of a concession agreement by the Grantee. Also, such concessions agreements should be entered into only when the Grantee can demonstrate that private sector operation is the best available alternative. Concession agreements of a short-term duration (five years or less) are preferred, with renewal based upon performance reviews by both the local governmental agency and the Department. If a long-term concession agreement is entered into, the Grantee shall include in the concession agreement a capital investment requirement for the concessionaire.

**ARTICLE 17. - LIABILITY**

- A. The Grantee waives all claims and recourse against the Department including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Agreement or by any aspect of the Project during the term of this Agreement.
- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.

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- D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses, and attorney's fees.

**ARTICLE 18. - IMPLEMENTATION OF PROJECT**

All contracts for the Project shall be awarded in accordance with all applicable laws and regulations.

**ARTICLE 19. - BREACH OF GRANT AGREEMENT**

The Department through written notice may require the Grantee to remedy (to Department's satisfaction) any breach of this Agreement within ninety (90) days of the date of such notice. The Department may extend the time permitting remedy of the breach if the Grantee begins such remedy within the said period; however, if the Grantee fails to proceed with or complete any remedial action within the time allowed, then the Department may take one or more of the following steps:

- A. The Department may take any and all reasonable and necessary actions to correct the breach. The Grantee shall be liable for all actual costs, including administrative costs, incurred in the course of correcting the breach.
- B. The Department may require the Grantee to repay the Department for all Project costs funded by the Grant. Grantee shall make such repayment within one-hundred and eighty (180) days of the date that written notice for repayment was sent to Grantee. Repayment shall be determined by the Department and the U.S. Fish and Wildlife Service on a prorated unexpired term basis (the remainder of the twenty (20) year term) as determined in Article 3 of this exhibit.
- C. In the event the Grantee has failed to obtain prior approval of the Department for any time-of-day, speed zones, special-use area, or pollution control measure which restricts the Project area, or results in its closure or partial closure, to any form of recreational vessel, the Department may determine the percentage of boaters affected and may require the Grantee to repay the Grant money on a prorated unexpired term basis for that percentage of all Project costs covered by the Grant. The Grantee shall make such repayment within ninety (90) days of which written notice for repayment is made.

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Repayment shall be made according to a schedule determined by the Department after consultation with Grantee.

**ARTICLE 20. - DISPUTE RESOLUTION**

Any dispute arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Grantee and Department representatives normally responsible for the administration of this Agreement, shall be brought to the attention of the Deputy Director of the Division of Boating and Waterways or the Deputy Director's designee. At the request of either party, the Department shall provide a forum for the discussion of the disputed matter(s). If agreement cannot be reached, either party may assert its other rights and remedies within this Agreement in a court of competent jurisdiction.

**ARTICLE 21. - SIGN REFERRING TO STATE AND FEDERAL FINANCING**

The Grantee shall cause a permanent sign to be installed within the Project area, which shall include a statement that the Project was financed by the Department under the Federal Aid in the Wildlife and Sport Fish Restoration Program. The sign may contain additional statements, which recognize the participation of other government agencies in the Project and shall include the Sport Fish Restoration Logo. The sign shall be installed before the Project is made available to the public. The location and make-up of the sign, including the dimensions, materials, language and lettering shall be approved by the Department.

**ARTICLE 22. - DIRECTIONAL SIGNS**

The Grantee shall at the direction of the Department cause permanent directional signs to be installed so as to provide adequate directions to the public for reaching the Project area. The locations and the make-up of the signs, including the dimensions, materials and lettering, shall be as approved by the Department.

**ARTICLE 23. - MEETINGS**

Upon the request of DBW, the Grantee shall participate in joint meetings with representatives of DBW to review the Project status. These meetings shall be held at the Grantee's premises or in Sacramento at DBW headquarters at the discretion of the DBW Project Representative.

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**ARTICLE 24. - WAIVER OF RIGHTS**

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a continuing waiver with respect to that default, or to any other default or matter.

**ARTICLE 25. - REMEDIES NOT EXCLUSIVE**

The use by either the Department or the Grantee of any remedy specified in the Agreement for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

**ARTICLE 26. - OPINIONS AND DETERMINATIONS**

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**ARTICLE 27. - SUCCESSORS AND ASSIGNS OBLIGATED**

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties to this Agreement.

**ARTICLE 28. - AUDIT**

In addition to the audit requirements specified in other sections of this Agreement, Grantee understands and agrees that, as a recipient of Federal Funds, it must comply with all applicable audit requirements imposed by federal law, regulations or policy, including but not limited to the Single Audit Act and the reporting requirements set forth in 2 CFR 200 Subpart F.

**ARTICLE 29. - ANTITRUST CLAIMS**

The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

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1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, and
  2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Government Code Section 4550)
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Government Code Section 4552)
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Government Code Section 4553)
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Government Code Section 4554)

**ARTICLE 30. - PRIOR TERMINATION**

The Agreement shall terminate on the date specified in Article 6 of this exhibit if by such date (1) the Grantee has not met all conditions precedent to disbursement under this Agreement by such date, or (2) if the Department has disbursed no part of the Grant funds.

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**ARTICLE 31. - TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

1. The Department may terminate this Agreement at any time for the convenience of the State upon thirty (30) days prior written notice, delivered by certified mail or in person to Grantee. Upon notice of such termination, Grantee shall, within thirty (30) days, return by check payable to the Department all unexpended Grant funds not previously approved for expenditure by the Department.
2. Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice, delivered by certified mail or in person to the Department, provided, however, that upon any such termination of the Agreement, Grantee shall, within thirty (30) days of such termination, reimburse by check payable to the Department all funds contributed by the Department to the Project on a prorated basis as determined by the Department.

**B. TERMINATION FOR DEFAULT**

The Department may at any time upon ninety (90) days prior written notice of default, and, when applicable, after having afforded Grantee an opportunity to cure any breach pursuant to Article 20 of this exhibit, terminate this Agreement if the Grantee has failed to abide by any applicable provision of this Agreement. In such case, Grantee shall, within ninety (90) days of its receipt of a notice of termination, reimburse by check all funds contributed by the Department to the Project.

**ARTICLE 32. - WAIVERS**

No delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of that right, power, or privilege, nor shall any written waiver on the part of any party of any right, power or privilege under this Agreement, nor any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. A written waiver of any breach of any kind shall not be construed as a waiver of any subsequent breach of the same kind.

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**ARTICLE 33. - WAIVER OF THE STATUTE OF LIMITATIONS**

Grantee waives the benefit of any statute of limitations affecting its liability under this Agreement or the enforcement of this Agreement to the extent permitted by law.

**ARTICLE 34. – WAIVER OF RIGHTS**

Any waiver by either party hereto of its rights with respect to a default of any other matter arising in connection with the Agreement shall not be deemed to be a continuing waiver with respect to that default, or to any other default or matter.

**ARTICLE 35. - NOTICES**

Notices required between the parties shall be deemed to have been given when mailed to the respective addresses listed in this Agreement, first-class postage fully prepaid thereon, unless otherwise required by law.

**ARTICLE 36. - SUPERSEDING GENERAL TERMS AND CONDITIONS**

- A. The reference to the Contractor in Exhibit C is the Grantee in this Agreement.
- B. Notwithstanding Section 13 in Exhibit C, payment to Grantee for expenses shall be limited as provided for in Article 11 of this exhibit.
- C. Section 5 in Exhibit C is replaced by Article 17 of this exhibit.

**ARTICLE 37. - GRANTEE IDENTIFICATION NUMBER**

Each Grantee who enters into an Agreement with the State of California must provide their Federal Employee Identification Number (FEIN), or Social Security Number (SSN), whichever is applicable.

**ARTICLE 38. - REPORTABLE PAYMENT IDENTIFICATION AND CLASSIFICATION**

Grantee shall comply with State and Federal Reportable Payment Identification and Classification Requirements by fully completing the “Vendor Data Record” Std. 204. By signing this Agreement, Grantee understands and agrees that if Grantee does not fully complete the “Vendor Data Record” the State shall reduce the total Grant amount by twenty-one percent (21%) for federal backup withholding, and seven percent (7%) for state income tax withholding.

**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

**ARTICLE 39. - NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

By signing this Agreement, the Grantee affirms under penalty of perjury, that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Grantee or any of its contractors within the immediately preceding two year period because of Grantee's failure to comply with an order of a federal court which ordered the Grantee to comply with an order of the National Labor Relations Board.

(California Public Contract Code §10296)

**ARTICLE 40. - INCORPORATION OF NONDISCRIMINATION CLAUSE**

The Grantee shall include the nondiscrimination clause and its compliance provisions into all contracts and subcontracts to perform work under this Agreement.

**ARTICLE 41. - NONDISCRIMINATION CLAUSE**

- A. During the performance of this Agreement, the Grantee and all of its contractors and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, national origin, physical handicap, disability (including but not limited to HIV and AIDS), cancer related medical condition, age, or marital status. Grantee and all of its contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee and all of its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated herein by reference, and made a part hereof as if set forth in full. Grantee and all of its contractors and subcontractors shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other Agreement.

**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

**ARTICLE 42. - OUTSIDE SERVICES (NON-EXCLUSIVITY)**

DBW shall, at its sole discretion, have the right to obtain services relating to the subject and objectives of this Agreement outside the terms of this Agreement.

**ARTICLE 43. - COMPLIANCE WITH FEDERAL REQUIREMENTS**

Grantee shall comply with all applicable Federal laws, regulations, and policies, including those summarized in Part 523, Chapter 1 of the U.S. Fish and Wildlife Service Handbook. These requirements include provisions for nondiscrimination, environmental standards, historic and cultural preservation, and other administrative guidelines, and are incorporated herein by this reference as if fully set forth.

**ARTICLE 44. - STATEMENT OF COMPLIANCE**

By signing this Agreement, the Grantee certifies under penalty of perjury under the laws of the State of California, unless specifically exempted, that it has complied with California Government Code §12990 and the California Code of Regulations, Title 2, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program.

**ARTICLE 45. - BYRD ANTI-LOBBYING AMENDMENT (31.U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**ARTICLE 46. - REVISION OF BUDGET AND PROGRAM PLANS (2 CFR 200.308)**

A. The approved budget for the Federal award summarizes the financial aspects of the Project or program as approved during the Federal Award process. It may include either the Federal and non-Federal share (see §200.43 Federal share) or only the Federal

**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

share, depending upon Federal awarding agency requirements. It must be related to performance for program evaluation purposes whenever appropriate.

- B. Recipients are required to report deviations from budget or Project Scope or objective, and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.
- C. Grantees must request prior written approval from DBW for any of the following deviations of the proposed workplan; as described in attached Exhibit B.
  - 1. Change in the scope or the objective of the Project (even if there is no associated budget revision requiring prior written approval).
  - 2. Change in a key person specified in the application.
  - 3. The disengagement from the Project for more than three months, or a 25 percent (25%) reduction in time devoted to the Project.
  - 4. The transfer of funds budgeted for tasks defined in the workplan budget.
  - 5. Changes in the approved cost-sharing or matching provided by the Grantee.
  - 6. Need arises for additional funds to complete the Project.

**ARTICLE 47. - MANDATORY DISCLOSURES**

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

**ARTICLE 48. - ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE  
WHISTLEBLOWER PROTECTION**

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in

**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

- C. The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

**ARTICLE 49. - EQUAL OPPORTUNITY CLAUSE**

**Federally assisted construction Grants.** The applicant (Grantee) hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a Grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such Grant, contract, loan, insurance, or guarantee, the following equal opportunity clauses:

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Granting officer setting forth the provisions of this nondiscrimination clause.
2. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Granting officer, advising

**BOATING INFRASTRUCTURE GRANT (BIG)  
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the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant or with any of such rules, regulations, or orders, this Grant may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government Grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Grantee will include the provisions of paragraphs (1) through (7) in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. The Grantee will take such action with respect to any contract, subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the Grantee becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

**BOATING INFRASTRUCTURE GRANT (BIG)  
CONSTRUCTION AND OPERATION GRANT AGREEMENT**

- A. The applicant (Grantee) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant (Grantee) so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Grant.
- B. The applicant (Grantee) agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency (Department) in the discharge of the agency's primary responsibility for securing compliance.
- C. The applicant (Grantee) further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Section D of the Executive order. In addition, the applicant (Grantee) agrees that if it fails or refuses to comply with these undertakings, the administering agency (Department) may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant (Grantee) under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant (Grantee); and refer the case to the Department of Justice for appropriate legal proceedings.

**Subcontracts.** Each of Grantee's nonexempt prime contractors or subcontractors shall include the equal opportunity clause in each of its nonexempt subcontracts.

**BOATING INFRASTRUCTURE GRANT (BIG)  
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- A. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- B. *Other Incorporation.* The equal opportunity clause shall be considered to be a part of every one of Grantee's contracts and subcontracts and all such contracts and subcontracts shall be deemed to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

**Adaptation of language.** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.



State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**DIVISION OF BOATING AND WATERWAYS (DBW)  
BOATING FACILITIES DEVELOPMENT AND FINANCING PROGRAMS**

**APPLICATION COVER SHEET FOR BOAT INFRASTRUCTURE GRANT TIER I & TIER II**

This form plus additional application requirements must be completed and received by DBW no later than **JULY 31, 2020**. A fillable version of this form can be obtained from the DBW website at <http://dbw.parks.ca.gov/BIG>.

For DBW Use Only:

Assigned to:

1. DATE SUBMITTED: July 31, 2020

2. RECEIVED BY DBW:

APPLICATION NUMBER:

**APPLICANT INFORMATION**

3. LEGAL NAME OF APPLICANT:

City of Redondo Beach  
Public Works Department  
Engineering Services Division

4. TYPE OF APPLICANT:

City  County  
 Special District  Federal Government  
 Other Public Agency (specify):

5. MAILING ADDRESS OF APPLICANT:

415 Diamond St  
Redondo Beach, CA 90277

6. CONTACT INFORMATION:

Name: Geraldine Trivedi  
Title: Civil Engineer  
Address (if different):  
Telephone: 310-372-1171  
E-mail: geraldine.trivedi@reondo.org

**GENERAL PROJECT INFORMATION**

7. NAME OF PROJECT: Redondo Beach Public Sewer Pump Out Dock Replacement

8. PROJECT LOCATION AND BODY OF WATER PROJECT IS LOCATED ON: *(Attach a site map)*  
King Harbor, Redondo Beach, CA9. GRANT AMOUNT REQUESTED:  
BIG Tier I - \$200,000

**APPLICANT ACKNOWLEDGEMENT AND SIGNATURE**

Under penalty of perjury, I hereby certify that I am an authorized representative of the Applicant, and that I have been authorized by the Applicant by resolution to execute this Application for DBW funding.

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

City Manager

DATE:

07/21/2020

**DIVISION OF BOATING AND WATERWAYS**

## **Project Summary**

## 1. Project Summary

The City of Redondo Beach (City) operates and maintains King Harbor, located in Los Angeles County. The harbor is a major destination for tourism, sport fishing, and recreational boating in the southern California area. It also offers several amenities for boaters including two public sewage pump out stations. One of the stations is on a dedicated dock and the other is located directly adjacent on a shared dock within the City Harbor Patrol facilities. Both facilities are approaching the end of their useful life. Due to extensive damage there is concern that the deficiencies identified could result in operational use limitations, pose a risk to safety, and increase ongoing maintenance cost. This project will extend the useful life of the facilities for an additional 30-plus years.

The existing public pump out facility is located in the King Harbor main entrance channel on the outside of a concrete sheet pile breakwater and consists of a concrete floating dock system (400 SF), supported by two (2) round concrete guide piles approximately eighteen (18) inches in diameter, which provides mooring for one (1) vessel up-to 45-feet in length. The second existing pump out, is located just on the inside of the breakwater within the Harbor Patrol facility, which can also accommodate one (1) vessel up-to 45-feet in length. It is proposed to move all pump out operations to a new facility in the same location as the existing dock on the outside of the breakwater in the main entrance channel.

The new pump out dock will allow for use of multiple transient recreational vessels at one time, as well as increase the allowable vessel size up-to 100-feet in length. According to information provided by the City Harbor Patrol, it is not uncommon for both of the existing pump out stations to be in use at the same time and to have other vessels circling in a queue waiting to use the pump out facilities. The City would like to alleviate issues with boaters potentially dumping waste into the harbor, which has also commonly occurred in the past. In addition, it is often that one pump out is taken offline due to maintenance or malfunction and the ability to have two pump outs adds redundancy to the system. Thus, it is necessary to provide two new pump out stanchions at the new facility.

The new dock will be wider to create a more stable walking surface. The proposed facility is located in the main channel of the marina and is affected by the wake of other vessels. Engineering studies have shown that a wider and longer dock is needed to provide a facility that is desirable by transient recreational vessels. Providing a 100-ft long berth allows multiple vessels simultaneously. The 100-ft berth is required to provide safety for larger vessels to tie up when using a pump out, especially during stormy conditions. The dock will also have potable water fixtures for use by recreational boaters and maintenance personnel. The proposed facility consists of a concrete floating dock system (1,200 SF), supported by five (5) new round concrete guide piles approximately twenty-four (24) inches in diameter and will be designed in accordance with the latest edition of the California Building Code.

To-date, multiple stakeholder meetings have taken place between M&N, City Staff, City Harbor Patrol Department (Harbor Patrol), and the public to understand operational needs and provide input on conceptual layouts for proposed floating dock replacement. Key input from these stakeholder meetings for future improvements include accommodating larger transient recreational vessels (up-to 100ft in length) and separating the public sewage pump out operations from Harbor Patrol operations for public safety and security. The City and M&N have also developed concept plans and applied for regulatory permits from the applicable agencies. Final design began in the 2nd quarter of 2020 and once the final design is completed and all permits are approved, the City will seek bids for construction. Construction is anticipated to start around the 3rd quarter of 2021 and to be completed by 2nd quarter of 2022.



# **Project Statement**

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## 1. Need

Redondo Beach is a city located in the South Bay portion of Los Angeles County, California. The population was estimated at roughly 66,750 people at the 2010 census. The City is home to one of the five major harbors, King Harbor, in Los Angeles County. The others are Marina del Rey, the Port of Los Angeles, Port of Long Beach/Shoreline, and the Port of Long Beach/Los Alamitos. King Harbor is owned and operated by the City and provides numerous recreational and leisure activities, as well as commercial, residential, retail, and youth education lease holders.

The City is a major tourist destination in the southern California area with multiple waterfront tourist attractions including the Seaside Lagoon, a 4 acres saltwater lagoon designed for families. The Redondo Beach Pier and Fisherman's Wharf is another notable landmark featuring over 50 dining, entertainment, and retail establishments. These locations also host several special events throughout the year including farmers markets, summer concerts, and festivals. The harbor is also a major destination for sportfishing and whale watching with multiple commercial charter vessels departing daily. Youth education is offered through the Sea Lab facilities for teachings on marine biological resources.

The harbor is also home to over 1,400 vessel berths for both permanent and public transient dock usage, which includes 25 moorings dedicated specifically for transient recreational vessels between 26 and 60 feet in length. The harbor draws visitors from a wide area and can accommodate visiting boaters staying between one and seven days. Based on the number of available transient boater slips available and yearly visits from transient boaters to King Harbor, it is estimated that approximately 2,500 transient recreational boaters visit the harbor each year. The City wants to capitalize on its unique location and existing tourism industry to drive further public engagement with the waterfront.

Investment in infrastructure to support the recreational boater usage of the harbor is greatly needed. The existing two sewer pump outs with one stanchion each are currently the only public accessible pump out facilities in the harbor. Both pump out docks are in need of structural repairs and are not sufficiently long to accommodate larger vessels. The nearest facility that offers sewer pump out facilities is in Marina del Rey, which is more than 10 miles from the King Harbor. Providing boaters with a new pump out facility will support the City's objective to support and grow the number of recreational boaters visiting the harbor. In addition, this will promote the better water quality within the harbor and align with the City's goal of making improvements that lead to more environmentally sustainable solutions.

## 2. Purpose

The proposed project consists of replacement of two existing pump out stanchions and associated floating docks that serve King Harbor in the City of Redondo Beach. The first existing pump out stanchion is located on a dedicated 50 ft long dock in the main entrance channel on

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the outside edge of an existing concrete sheet pile breakwater, directly adjacent to the City Harbor Patrol facility. The second existing pump out stanchion is located on a 45 ft finger that is part of the City Harbor Patrol dock facilities, just inside the existing breakwater. The existing sewer pump out docks are approaching the end of their useful service life. The exact age of docks is not known, however, based on historical photos and the age of adjacent docks, it is estimated that they were constructed in the later 1970's to early 1980's. The existing floating docks are deteriorating and in need of replacement. Additionally, one of the piles supporting the pump out that is joined with the harbor patrol facility has failed (April 2020) and the dock is not currently in service.

Due the dock's condition, there is concern that the deficiencies identified could result in operational use limitations, pose a risk to safety, and increase ongoing maintenance cost. At the recommendation of City Staff, these facilities have been recommended for demolition and replacement. Additionally, since the existing sewer pump out facilities were first designed and constructed, building codes have undergone substantial change. Preliminary calculations of the various load parameters needed for design of the new facilities per the current building code (California Building Code (CBC), 2019) have shown an increase in demand, and therefore a need for higher structural capacity of the structural support system. Increasing the size and number floating dock guide piles will allow us to increase the capacity to meet current requirements.

The purpose of this project is to provide a new sewer pump out dock dedicated to public use for transient recreational boaters. The new pump out dock will be expanded to allow operations from multiple transient recreational vessels at one time, as well as increase the allowable vessel size up-to 100-feet in length. The dock will also be wider to create a more stable walking surface and include new pump out equipment. In addition, separating the public sewage pump out operations from Harbor Patrol operations will increase public safety and security. The new facility will encourage local boating and utilization of the City's waterfront resources.

### **3. Objectives**

The following items will be constructed and rehabilitated with the grant funding:

- The new pump out facility will have the service capacity of the two existing facilities, with the added benefit of increase in the allowable vessel size up-to 100-feet in length.
- The new pump out facility will have potable water service for use by transient recreational boaters and maintenance personnel.
- The existing concrete floating dock will be removed and demolished. New concrete floating docks will be installed. The new floating docks will provide an expanded footprint (approximately 1,200 sq. ft. total) necessary to provide a stable platform and sufficient room to the size and quantity of transient recreational vessels that use this facility.

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- Five new 24-inch diameter concrete floating dock guide piles will be installed for the new pump out facility. The existing pump out docks are supported by two piles each.

Construct facility by 1<sup>st</sup> quarter 2022, with an assumed start of construction in the 3<sup>rd</sup> quarter of 2021. The construction duration is estimated to be 8 months.

#### 4. Results and Benefits Expected

The new public sewer pump out dock will be located in the main channel of King Harbor within protected waters and readily visible and accessible for the boating community. Water, electric, and sewer utilities will be connected to the municipal system and all wastewater will be discharged to the local sewer system. Potable water will be provided from the City's municipal potable water system.

There are currently two pump out stations on the existing docks. The intent is to maintain the same level of service for vessel pump out within the harbor and to increase accessibility. The City has had issues in the past with one pump out being out of service for until maintenance can be completed, so the ability to have redundancy greatly improves serviceability. According to Harbor Patrol personnel, most boaters prefer to use the pump out dock that is located in the same location as the proposed replacement. It is believed that this is because this location is more visible to the boating public and the typical prevailing wind conditions make it easier to dock there. For novice boaters in particular, it is easier to dock at this location. Additionally, according to information provided by the City Harbor Department, it is not uncommon for both of the existing pump out stations to be in use at the same time and to have other vessels in a queue waiting to use the pump out facilities. By expanding the pump out services at the preferred location, more boaters would be likely to use this facility. The City wants to maximize the number of transient recreational vessels using proper waste disposal practices and avoid having to turn away vessels due to insufficient capacity.

Community members have expressed concerns over condition of the existing floating docks which host the sewer pumps. The existing docks are unstable due to their narrow width and location outside the Harbor Patrol breakwater in the main channel of the marina. Prior engineering analysis have been conducted to develop the proposed 12-foot dock width. Given the location of the dock within the main entrance channel of the harbor, it is subject to more significant wake and wave action. The wider dock provides better stability in such an environment. In addition, a series of public outreach meetings have taken place that were put together by the City. Public input helped to arrive at the proposed dock size, this helped address specific public concerns related to stability of the existing dock which is only 8-ft wide. In addition, providing a 100-ft long berth allows multiple vessels to pump out simultaneously. There are many berths for transient recreational vessels (50+ feet) in the marina, so it is possible that multiples of these vessels will want to utilize the pump out at the same time. The 100-foot berth is also required to provide safety for larger vessels to tie up when using pump out, especially during stormy conditions. Even though only accessing the dock for short periods of

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time, in adverse weather conditions it can be risky if not given the ability to practice proper mooring techniques. The proposed floating dock with new piles will address this concern by providing a more modern structure that meets current building codes in a readily accessible area.

## **5. Approach**

### **5.1 Engineering and Permitting**

The City has identified Moffatt & Nichol (M&N) to act on their behalf to provide preliminary engineering, permitting, final design engineering, and construction support services for the sewer pump out dock replacement. Services completed to date include development of conceptual alternatives, a marine biological resources assessment, preparation of CEQA documents, and preparation of regulatory permit applications. The biological survey did not identify any significant biological resources and as such procurement of a Department of Fish and Wildlife permit is not necessary. The CEQA application was prepared as a Type II/ Type III Categorical Exemption. Additional permit applications submitted include a Coastal Development Permit, Water Quality Control Board Section 401 Certification, and US Army Corps of Engineers Permit. Moffatt & Nichol presented concept plans for the improvements at three City Harbor Commission meetings to gather public comments and City input. The commission provided "Approval in Concept" for the conceptual plan as well as a Conditional Use Permit and Commission Design Review approval in March of 2020. Additional information on CEQA environmental review and current status of permit applications is provided in the Environmental Compliance and Permit Requirements portion of this application.

The City and M&N are working to obtain final permit application approvals and are currently proceeding with final engineering design. Geotechnical studies are being conducted to determine the design requirements for existing piles to support the new floating dock and appropriate installation methods. Structural analysis will then be completed to design and detail the floating dock system, including the number of new piles needed. All design will be completed to comply with the latest edition of the California Building Code. Additional considerations will be given for adaptation for future sea level rise. Final design plans will include the necessary structural, electrical, and utility details needed to facilitate construction.

### **5.2 Sewer Pump Out Dock Construction**

The preliminary design for the sewer pump out calls for a 100-foot long by 12-foot wide floating dock. The dock segments will be precast concrete cells and shall be joined by timber walers and steel through rods. The dock will be supported laterally by five, 24-inch diameter precast concrete guide piles at equal spacing. The City recently completed surveys and characterization of the harbor soils in support of routine maintenance dredging. The mudline depths at the project site vary between -13 feet and -25 ft MLLW. Dredging projects are planned for other

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locations in the harbor to ensure the safe navigation of vessels, but no dredging is anticipated as part of this project.

This project will be delivered in coordination with the City’s Harbor Patrol dock replacement project. As mentioned previously, the new sewer pump out dock will consolidate the existing sewer pump out dock with the stand alone pump out stanchion on the Harbor Patrol dock into a single facility. To ensure that there is at a least one pump out stanchion throughout construction, a phased construction approach will be utilized such that the new sewer pump out dock would be completed prior to the demolition of the stanchion on the Harbor Patrol dock. All utilities required for future improvements are currently installed and available at the landside portion of the site, and only new connections to the new floating dock facilities are needed. These include potable water, electrical, and sewer lines.

Once the final plans and permits have been approved, the City will seek bids for the construction of the project. The selected contractor will be responsible for the procurement of all building materials and sewage pump out equipment. M&N will also act on the City’s behalf to provide construction support services. The docks will be inspected prior to opening to the public. Signage with the Sport Fish Restoration logo and credit to the BIG Program will be placed in a prominent location along with other boater instructional signage.

**5.3 Facility Management**

It is understood that as the recipient of grant funding through Cal Boating, the City of Redondo Beach is required to operate and maintain the facility for the amortization period of the grant (assumed to be 20 years). The existing facilities are currently maintained by City staff at regular intervals. The City employs a full-time maintenance and operations staff that are familiar with the existing sewer pump out facilities and the requirements for yearly maintenance that expect to remain relatively unchanged with the proposed facility improvements. In addition, Minor, Moderate, and Severe modifications are built into the yearly budget for operations and maintenance of these facilities in accordance with a 20-year maintenance service life.

**5.4 Timeline**

**Period of Performance: July 1, 2020 - March 30, 2022**

- July 2020 – April 2021: Final Engineering and permitting
- May – June 2021: Bid solicitation and selection of contractors
- July 2021 – March 2022: Construction of sewer pump out dock

**5.5 Key Personnel**

CA State Parks Representative (CA BIG Coordinator)	Owner’s Representative (City of Redondo Beach)	Owner’s Engineer (Moffatt & Nichol)
Deborah Holmes – Grant Coordinator	Geraldine Trivedi – Project Manager	Jerry Holcomb – Project Manager

Division of Boating and Waterways	Engineering Services Division	Waterfront Destinations Group
One Capital Mall, Suite 500 Sacramento, CA 95814	415 Diamond St., Door 2 Redondo Beach, CA 90277	4225 E. Conant St. Long Beach, CA 90808
(916) 327-1822	(310) 318-0661	(562) 426-9551
<a href="mailto:deborah.holmes@parks.ca.gov">deborah.holmes@parks.ca.gov</a>	<a href="mailto:Geraldine.Trivedi@redondo.org">Geraldine.Trivedi@redondo.org</a>	<a href="mailto:jholcomb@moffattnichol.com">jholcomb@moffattnichol.com</a>

#### 6. Relationship with Other Grants

The City also intends to apply for a grant from the state for Clean Vessel Act funds to pay for sewer pump equipment and installation to serve the harbor. No other grants funding programs are anticipated to be applied for relevant to this project.

#### 7. Single Audit Reporting Statement

The City of Redondo Beach was required to submit the most recent Single Audit Report and Comprehensive Annual Financial Report for fiscal year 2018-2019 to the Federal Audit Clearinghouse and the California State Controller's Office. It is available on the Federal Audit Clearinghouse Single Audit Database website under the City's EIN 952662063 or upon request. There were no audit findings reported for the fiscal year.

#### 8. Conflict of Interest Disclosure

The City of Redondo Beach, at the time of this application, is not aware of any actual or potential conflicts of interest that may arise during the life of this award which may affect the City, its employees, or its subrecipients. Should an actual or potential conflict of interest arise during the period of performance, the City will notify the WSFR Regional Office.

#### 9. Overlap or Duplication of Effort Statement

There are no overlaps or duplication between this application and any of our other Federal applications or funded projects in regard to activities, costs, or time commitment of key personnel. All non-Federal and Federal grant requests described in the Budget Narrative are supplemental to this Federal funding request.

## **Project Timetable**



## **Budget Narrative**

## 1. CA Tier 1: Redondo Beach Sewer Pump Out Dock Replacement

### 1.1 Budget Narrative

Total Requested Federal Share: \$200,000 (57%)  
Total Non-Federal Share: \$152,156.56 (43%)  
 Total BIG Project Cost: \$352,156.56

All funds awarded to the California Department of Parks, Division of Boating and Waterways will be sub-awarded to the City of Redondo Beach. The following budget was provided for the project:

Item Number	Total Project Cost	Description	Total Eligible BIG Cost
1	\$96,477.12	Engineering and Permit Support (Prorated at 50%)	\$48,238.56
2	\$10,000.00	Project Oversight and Project Administration (Prorated at 50%)	\$5,000.00
3	\$137,171.00	Mobilization/Demobilization (Prorated at 50%)	\$68,585.50
4	\$28,250.00	Demolition and Construction Waste Management (Prorated at 50%)	\$14,125.00
5	\$15,975.00	Construction Best Management Practices	\$7,987.50
6	\$244,940.00	Dock Materials and Construction (Prorated at 50%)	\$122,470.00
7	\$28,500.00	Sewer Pump Out Stanchions (Not included in BIG Funding; Applied for as part of CVA Grant)	\$0.00
8	\$39,000.00	Electrical Installation & Service Connections (Prorated at 50%)	\$19,500
9	\$11,425.00	Water Installation & Service Connections (Prorated at 50%)	\$5,712.50
10	\$16,525.00	Sewer Installation & Service Connections (Prorated at 50%)	\$8,262.50
11	\$160.00	Signage (Prorated at 50%)	\$80.00
12	\$104,390.00	Construction Contingency (20% of Total Construction Cost (Items 3-11))	\$52,195.00
	<b>\$732,813.12</b>	<b>TOTAL</b>	<b>\$352,156.56</b>

Pre-award Costs

Engineering, permit support, and project management service costs incurred by the City of Redondo Beach prior to award of grant are estimated to be approximately 17% of the total BASE construction cost (10% Engineering, 5% Permit Support, and 2% Project Management). Total BASE construction cost includes Item 3 through Item 12, or \$626,336.00. Therefore, total cost incurred prior to award is ( $\$626,336.00 \times 17\% = \pm \$106,477.12$ ). For the BIG Tier I grant, it is requested that this pre-award costs be counted towards the City's minimum required match in the amount of \$53,238.56 (Item 1 and Item 2) of the total Federal share (Prorated at 50%).

Construction Allowances

The total project cost in the table above includes allowances for construction observation, construction site best management practices (BMP's), and a contingency. Construction site best management practices include water pollution control BMP's such as containment boom, erosion control measures, and a biological survey at the start of construction. Previous biological survey investigations have been conducted, which did not identify any sensitive biological habitats within the project area. Consequently, biological monitoring during construction is not anticipated.

A contingency of 20% is also included in the cost estimates which is appropriate for the current level of design and field investigations. Costs for each line item reflect an assumed cost escalation of 2% over 1 year.

Match and Partner Contributions

The required minimum cost share (25%) will be contributed as cash from local funds. A grant application for Clean Vessel Act funds is also being prepared to assist with the cost of the sewer pump out equipment. However, required matching funds from the CVA grant program are considered separate from the BIG matching funds and are excluded from this application. In addition, concurrent with the pump out dock replacement, the existing Harbor Patrol facility floating docks will be replaced. Funds for the concurrent Harbor Patrol project are excluded from this summary and will be paid through local City funding.

Funding Source	Total Project Contribution	Total Eligible BIG Contribution
BIG Grant (Federal Funds)	\$200,000.00 (± 28% total project)	\$200,000.00 (± 57% of BIG Eligible project)
Pre-award Expense (City Funds) (Item 1 + Item 2)	\$106,477.12	\$53,238.56
City Cash for Remaining Project Costs (City Funds)	\$426,336.00	\$98,918.00
Total City Match (Pre-award Expense + City Cash)	\$532,813.12 (± 72% total project)	\$152,156.56 (± 43% of BIG Eligible project)
<b>TOTAL</b>	<b>\$732,813.12</b>	<b>\$352,156.56</b>

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### Cost Proration

The replacement sewer pump out dock is intended to be open to the general boating community, are free to use, and are available to the public 24 hours per day. The majority of users are recreational vessels and transient recreational vessels over 26 feet long with a small number of commercial vessels using the pump out dock infrequently. Transient recreational vessels 26 feet or more in length are a combination of overnight stays and day boaters. The harbor is home to over 1,400 vessel berths for both permanent and public transient dock usage, which includes 25 moorings dedicated specifically for transient recreational vessels between 26 and 60 feet in length.

### *Dedicated Transient Vessel Moorings (Total 25 Existing Moorings)*

Transient vessels moorings are limited to a maximum of 7 days per vessel over a 30-day period. Due to increase in maintenance costs and budgetary expenditures, the City is looking into potential savings for budgetary needs and is looking at removing some moorings. However, transient recreational boaters are still accessing the 25 available moorings in significant numbers. The City recorded approximately 700 total mooring reservations for 2019. So, it estimated that the removal of these moorings would not change the demand from these users. Additional overnight berthing space for transient recreational vessels is provided at the King Harbor and Redondo Beach yacht clubs located in the marina. The exact number of transient recreational vessels 26 feet or greater that each of these facilities host in a given year is not known, but it is conservatively estimated at 100.

### *Day Boat Users (From other harbors that do not use transient moorings for overnight)*

According to Harbor Patrol personnel, it is common for boaters from adjacent marinas to visit Redondo Beach on the weekends. Temporary berthing space for 5 transient recreational vessels 26 feet or greater is provided at the docks in Basin 3 adjacent to the launch hoist. These spaces are typically completely full on weekends, which translates to 104 days per year, or 520 transient recreational vessels. Transient recreational boaters that cannot obtain one of these berths typically anchor in place in the harbor, which is allowed for short non-overnight stays. According to Harbor Patrol staff, the number of boaters staying in the marina using this method typically far exceeds the number of boats on the moorings. Consequently, the annual number of these transient recreational boaters 26 feet or greater in length temporarily anchoring in the harbor and/or utilizing available transient berths in basin 3 is estimated at 1,300 per year.

### *Day Boat Users (From Boat Launch Hoist)*

Transient recreational boaters also launch their boats within the harbor using the marina boat hoist located in Basin 3 of King Harbor. According to records provided by the hoist operator a total of approximately 1,500 vessels were launched in 2019. According to Harbor Patrol staff, it

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is estimated approximately 500 of these vessels are transient recreational vessels 26 feet or greater.

There is some variability in usage depending on the season, but the harbor personnel estimate an average between 12 to 15 users of the pump out dock each day or approximately 100 each week. Assuming a 52-week year, this would translate to approximately 5,200 users per year. It is estimated that 2,500 transient recreational vessels 26 feet or longer visit King Harbor each year. Based on previously discussed estimates this includes 700 transient over-night mooring users, 1,300 transient day boat users, and 500 transient boat launch hoist users each year. It is estimated that each vessel utilizes the public pump out at least once during their stay, and often times vessels will utilize pump out facilities more than once in a 7-day period. Consequently, transient recreational vessels 26 feet or greater represent half of the sewer pump out usage and BIG costs are prorated by 50%.

The marina is also home to non-transient boaters and live-aboard vessels. Additional pump out services are available for these vessels such as mobile pump out services provided by Honey Bucket. As a result, non-transient and live aboard vessels do not necessarily need to utilize the public pump out on a regular basis.

#### Program Income

Program income will not be generated, as the City of Redondo Beach does not charge fees for use of the public pump out dock.

#### Equipment

No pump out equipment will be purchased through this BIG award.

#### Useful Life

Docks – 30-plus years

The docks will be constructed with modern materials (concrete floating docks) and designed to comply with modern building codes. Specifications provided from the engineers and contractors for that project estimated a useful life of 30-plus years based on experience with projects of a similar size and scope.

#### Indirect Cost Statement

We are a CA city agency that will charge all costs directly.

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## **Environmental Compliance/Permits**

## 1. Environmental Compliance

The City has determined in accordance with Chapter 3, Title 10, Section 10-3.301 (a) of the Redondo Beach Municipal Code, the project is Categorically Exempt from the preparation of environmental review documents pursuant to the CEQA Guidelines. CEQA Guidelines Section 15302 for Class 2 Replacement or Reconstruction exempts projects that entail the "replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced." Section 15303 for Class 3 New Construction or Conversion of Small Structures exempts projects that entail the "construction and location of limited numbers of new, small facilities or structures." Examples of these exemptions include structures not involving the use of significant amounts of hazardous substances not exceeding 2,500 square feet in floor area and replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. Therefore, the proposed project is exempt from environmental review as documented in the City's Exemption Declaration Letter.

## 2. Permit Requirements

Permit requirements and status are documented in the attached matrix.

Moffatt Nichol

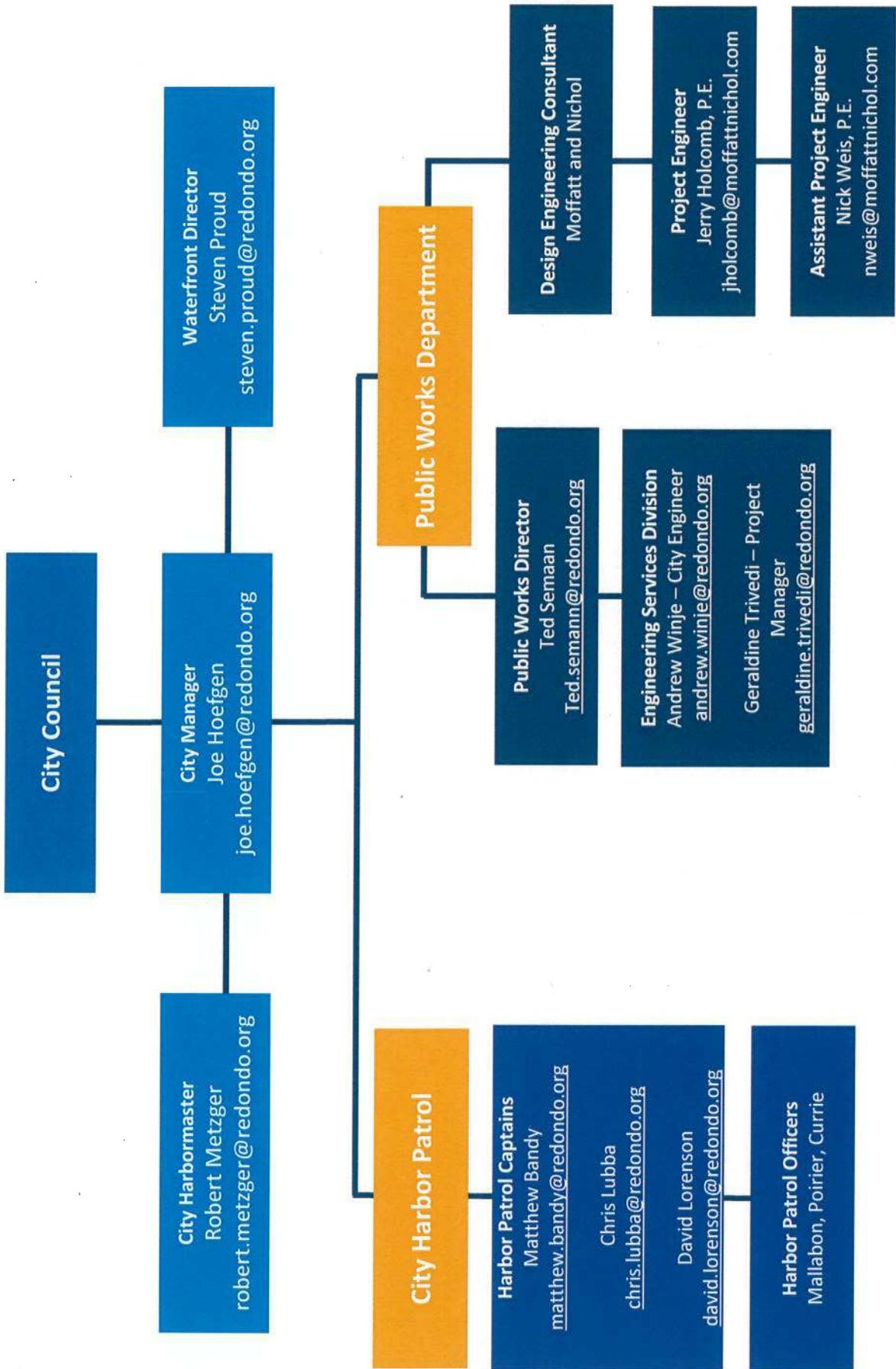
Rebondo Beach Public Sewer Pump Out Dock Replacement

Permit Requirements 07/22/2020

Agency	Permit/Approval Type	Reason Why Permits are/are not Required	Permit Application Requirements	Application Status	Application Processing Time
<b>FEDERAL</b>					
US Army Corps of Engineers (USACE)	Section 10 Standard Individual Permit or Letter of Permission	Section 10 applies to construction of structures in navigable waters of the U.S. USACE permit processing will likely involve informal consultation with USFWS, NMFS, USEPA and State Historic Preservation Office.	Complete application with preliminary drawings in Corps format. Detailed description of all waterside work. Will require RWQCB and CCC approval prior to final Corps permit issuance. A marine biological resources assessment is required for the permit process.	Biological surveys and report have been completed. The Section 10 permit application has been developed and submitted to the USACE. The USACE has issued the notification to agencies.	-0.5 - 1 year (May vary depending upon impacts)
US Coast Guard (USCG)	Local Notice to Mariners	Local Notice to Mariners. Info can be found on <a href="http://www.uscg.mil/d116/dpaw/INMSubmission.htm">http://www.uscg.mil/d116/dpaw/INMSubmission.htm</a>	LNM needs to be submitted to the USCG at least 14 days prior to construction activity (up to 6 months prior) and include: -Type of operation, i.e. pile driving, dredging, construction, etc. -Location of operation, including Lat/Long & geographical position. -Duration of operation, including start and completion dates. -Vessels involved in the operation. -VHF-FM radio frequencies monitored by vessels on scene. -Point of contact and 24 hour phone number. -Chart number for the area of the operation.	The LNM has not been developed, the project is still in the conceptual design phase. This will be required prior to start of construction.	14 days
<b>STATE</b>					
California Coastal Commission (CCC)	Coastal Development Permit (CDP)	California Coastal Act of 1972 requires CDP application for construction of structures in waters surrounding the coastline of California.	Complete application with preliminary drawings in CCC format. Detailed description of all waterside work. Will require RWQCB and USACE concurrent with permit issuance. Also, requires "local approval" from local government agency having jurisdiction prior to approval. A marine biological resources assessment is required for the permit process.	Biological surveys and report have been completed. The CDP application has been developed and CCC staff is reviewing the permit application.	-9 months - 1 year
State Lands Commission (SLC)	N/A	Rebondo Harbor tidal lands jurisdiction has been delegated to the City of Rebondo Beach. Therefore no approval necessary by SLC.	N/A	N/A	N/A
<b>REGIONAL</b>					
Regional Water Quality Control Board (RWQCB)	401 Water Quality Certification	Regional Water Quality Control Board (RWQCB). A Section 401 Water Quality Certification will be required in support of the USACE Section 10 permit, i.e. for work in waters of the U.S.	Complete application form in RWQCB format, including project description, impacts analysis, impacts minimization, alternatives, proposed compensatory mitigation where applicable and CEQA information is required.	The RWQCB application has been developed and has been submitted to the RWQCB for review.	-6-9 months
<b>LOCAL</b>					
City of Rebondo Beach, Planning Dept and Harbor Commission	Approval of CEQA Document	The City is the lead agency for the CEQA document and has determined that the project falls under a Categorical Exemption (CE). The CEQA CE document has been approved by the Harbor Commission.	Complete project description and conceptual drawings showing proposed project information is required.	The CEQA review has been completed and the Notice of Exemption filed with the County Clerk and the State Clearinghouse on March 10, 2020.	-3 months
City of Rebondo Beach, Planning Dept and Harbor Commission	Harbor Commission Design Review Application	Generally the City requires participation in their preliminary review process which would involve an appointment to review the concept plans, the applications and the approval process. The Harbor Commission meets the second Monday of every month. Approval by the Harbor Commission would then be followed by approval by the Coastal Commission. Thereafter, the applicant would be in a position to apply for a building permit.	Completion of application form and approval by Harbor Commission during a regular public meeting.	The Harbor Commission provided design review approval during their March 2020 meeting.	2-4 weeks
City of Rebondo Beach, Planning Dept and Harbor Commission	Harbor Commission Approval in Concept	Generally the City requires participation in their preliminary review process which would involve an appointment to review the concept plans, the applications and the approval process. The Harbor Commission meets the second Monday of every month. Approval by the Harbor Commission would then be followed by approval by the Coastal Commission. Thereafter, the applicant would be in a position to apply for a building permit.	Completion of application form and approval by Harbor Commission during a regular public meeting.	The Harbor Commission provided approval in concept during their March 2020 meeting.	2-4 weeks
City of Rebondo Beach, Planning and Building Dept	Building Permit	Permit required for work within City property. The building permit would need to be reviewed and approved by the Planning, Building, Engineering and Fire Departments.	Submit of Building Permit application.	Not yet submitted, pending preparation of design documents.	4-6 weeks
<b>Notes/Assumptions:</b>					
South Coast Air Quality Management District "permit to construct" not required because all construction equipment is mobile source and is exempted under AQMD Rule 219. (TO BE CONFIRMED)					



# Organizational Chart



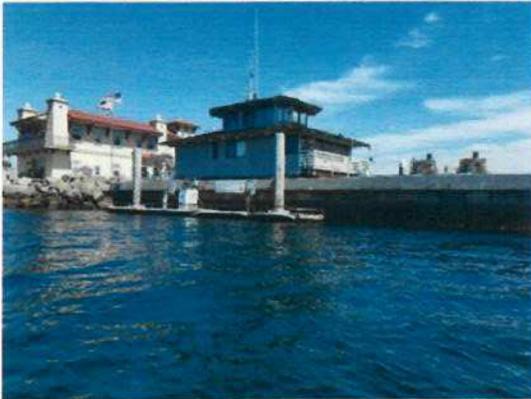
## **Response to Ranking Criteria**

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**1. Will the proposed boating infrastructure meet a need for more or improved facilities?**

Yes, the project will provide an improved public sewer pump out dock that is more convenient and safer to use. There are currently two public pump out stations located in the harbor, one of which is shared with the harbor patrol facility. The existing sewer pump out docks are approaching the end of their service life and do not meet the functional needs of many boaters. The pile supporting the pump out dock that is joint with the Harbor Patrol facility has recently failed and the dock is not currently in service (Refer to Figures 1 and 2 below). Significant rehabilitation and/or replacement of these existing facilities is required to maintain public access for recreational boating activities. The existing pump out docks are 50 feet in length and can accommodate one vessel at a time each. The proposed replacement pump out dock will be 100 feet in length and have two pump out stations. Consequently, it will be able to serve two smaller vessels at one time or one larger vessel up to 100 feet in length.



*Figure 1: Existing Public Pump Out Dock, Looking East*



*Figure 2: Existing Shared Public Pump Out/Harbor Patrol Dock, Looking North*

The next closest pump out facility is over 10 miles away, so providing these improvements would be a great benefit to the local boating community. Since the existing sewer pump out facilities were first designed and constructed, building codes have undergone substantial change. Preliminary calculations of the various load parameters needed for design of the new facilities per the current building code (California Building Code (CBC), 2019) have shown an increase in demand, and therefore a need for higher structural capacity of the structural support system. Increasing the size and number floating dock guide piles will allow us to increase the capacity to meet current requirements.

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**2. Will eligible users receive benefits from the proposed boating infrastructure that justify the cost of the project?**

The total project cost is estimated at \$732,813.12 of which \$352,156.56 was determined to be eligible for BIG funding contribution. A significant portion of the project cost is providing new and larger piles to support the proposed dock. Additionally, vessel sizes have increased over the years, and building codes have developed more stringent requirements. Some allowance for sea level rise is also an important consideration as the higher sea level results in a longer guide pile design length. As a result, the proposed floating dock and pile structural system is more robust than the current condition and is a major component of the project cost.

Total benefits for each year are determined by multiplying the estimated number of pump outs by the cost of using alternate pump out services. There is some variability in usage depending on the season, but the harbor personnel estimate an average between 12 to 15 users of the pump out dock each day or approximately 100 each week. Assuming a 52-week year, this would translate to approximately 5,200 users per year. The cost of using alternate pump out services is estimated at \$100 per use, based on the distance to alternate pump out locations (Marina del Rey Harbor). Over a 20-year period, this corresponds to approximately \$10.4M. Discounting this total back to a present value using Equation 1 below, assuming a 5% interest rate, results in an estimated total project benefit of approximately \$3.6M. In the equation PV is the present value, FV is the future value, r is the interest rate, and n is the period in years.

$$PV = FV \frac{1}{(1 + r)^n}$$

*Equation 1: Present Value Equation*

In addition to the benefits above, traveling to the next nearest pump out facilities in Marina del Rey Harbor would not be feasible during certain weather conditions. Given the travel distance and typical weather conditions in winter storm months, it is estimated that vessels in King Harbor would not have access to public pump out services for a period of 4-6 weeks in a year if they were required to travel to the next nearest pump out facilities in Marina del Rey Harbor.

**3. Will the proposed boating infrastructure accommodate boater access to significant destinations and services that support transient boater travel?**

Redondo Beach is a city located in the South Bay portion of Los Angeles County, California. The population was estimated at roughly 66,750 people at the 2010 census. The City is home to one of the five major harbors, King Harbor, in Los Angeles County. The others are Marina del Rey, the Port of Los Angeles, Port of Long Beach/Shoreline, and the Port of Long Beach/Los Alamitos. King Harbor is owned and operated by the City and provides numerous recreational and leisure activities, as well as commercial, residential, retail, and youth education lease holders.

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The City is a major tourist destination in the southern California area with multiple waterfront tourist attractions including the Seaside Lagoon, a 4 acres saltwater lagoon designed for families. The Redondo Beach Pier and Fisherman's Wharf is another notable landmark featuring over 50 dining, entertainment, and retail establishments. These locations also host several special events throughout the year including farmers markets, summer concerts, and festivals. The harbor is also a major destination for sportfishing and whale watching with multiple commercial charter vessels departing daily. Youth education is offered through the Sea Lab facilities for teachings on marine biological resources.

The harbor is also home to over 1,400 recreational vessel berths for both permanent and public transient dock usage, which includes 25 moorings dedicated specifically for transient recreational vessels between 26 and 60 feet in length. The harbor draws visitors from a wide area and can accommodate visiting boaters staying between one and seven days. Based on the number of available transient boater slips available and yearly visits from transient boaters to King Harbor, it is estimated that approximately 2,500 transient recreational boaters visit the harbor each year. The City wants to capitalize on its unique location and existing tourism industry to drive further public engagement with the waterfront.

The degree of safety at the facility will be a high priority. The proposed replacement dock is adjacent to the City Harbor Patrol and Fire Department emergency services. Additionally, it will only be accessible from the water, such that only boaters will have access to it.

**4. Will the proposed project include private, local, or State funds greater than the required minimum match?**

Yes, based on the projected project cost and the maximum BIG Tier 1 funding amount, the City will be required to supply funds in excess of the minimum match. Based on the current estimates, it is estimated that the City will provide approximately 72% of the total project cost which corresponds to 43% of the eligible BIG project cost as described in the Budget Summary.

**5. Will the proposed project include contributions by private or public partners that contribute to the project objectives?**

No financial contributions are proposed by outside public or private partners. However, several public agencies are stakeholders in the project including the City of Redondo Beach, Los Angeles County Lifeguards, and California Department of Fish and Wildlife. Each of these entities utilize the adjacent Harbor Patrol facilities and will be affected by the changes to usage.

**6. Will the proposed project include physical components, technology, or techniques that improve eligible user access?**

One of the obstacles presented to marina operators is interaction of marine life with their facilities. Redondo Beach has experienced challenges with sea lions sunbathing on docks which can result in structural damage in older docks and lead to negative interactions between

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humans and wildlife. The City has taken steps to reduce these cases in recent years. In 2015, a rolling railing system was installed at the sewer pump out station connected to the Harbor Patrol docks to make it more difficult for sea lions to access the dock. The City also installed a floating dock specifically for sea lions and seals to reduce their presence elsewhere in the harbor. The rolling railing system has been noted to be very effective by Harbor Patrol staff, and greatly improved the usability of the dock. The proposed project would adopt similar deterrent measures to ensure that boaters have an easier experience accessing the pump out facilities and do not need to compete with marine life for dock space.

In addition, the older outdated pump out machines will be replaced with newer state-of-the art equipment. This equipment is more efficient which will lead to reduced usage of electricity and water, promoting sustainability goals of the City.

**7. Will the proposed project include innovate physical components, technology, or techniques that improve the BIG-funded project?**

The proposed dock will use the best available construction materials to ensure the longevity of the floating dock system and minimize maintenance cost. The proposed section is precast concrete with a polystyrene foam core. Timber walers and steel tie rods will be used to connect the precast floats. The concrete system is stronger and more durable than other materials, which is anticipated to improve the performance of the system over its service life.

The replacement floating dock system will also be designed for updated design codes which consider more extreme environmental conditions and larger vessels.

**8. Has the facility where the project is located demonstrated a commitment to environmental compliance, sustainability and stewardship and has an agency or organization officially recognized the facility for its commitment?**

The City of Redondo Beach is committed to environmental stewardship and preserving its natural resources, particularly, its beaches and harbors. The City falls under the County of Los Angeles MS4 Municipal NPDES Permit. A component of this is the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (TDML) criteria, which seeks to limit the amount of biological material discharged into the ocean waters each day. To comply with the permit requirements, the City administers its own stormwater program. Activities include public outreach, staff training on BMP's, construction site inspections, and illicit discharge investigations. The City also distributes pamphlets to its residents informing them of their programs and best practices for ways to minimize their pollution footprint.

The City has also completed several capital improvements programs related to environmental quality. One of the most notable was upgrades to the Redondo Beach pier in 2003-2005 to reduce runoff to the surrounding beaches. The project included replacement of the pier sewer lines, a fish cleaning station, covered trash enclosures that prevented bird access, and a 36" storm drain

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diversion to a pollution removal system. As a result of its efforts, the City has greatly improved its water quality over the years. In the most recent annual beach report card prepared by the Heal the Bay organization, the City achieved a water quality grade of B or better for all seasons.

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## **Location/Drawings/Maps/Photographs**

## 1. Project Location and Access

The Redondo Beach marina lies on the Southern California coast, located approximately 25 miles south of the city of Los Angeles, 125 miles north of the city of San Diego, and 60 and 70 miles west of the inland population centers of Riverside and San Bernardino. Figure 1 shows the regional vicinity map, with a more precise location shown in Figure 2.

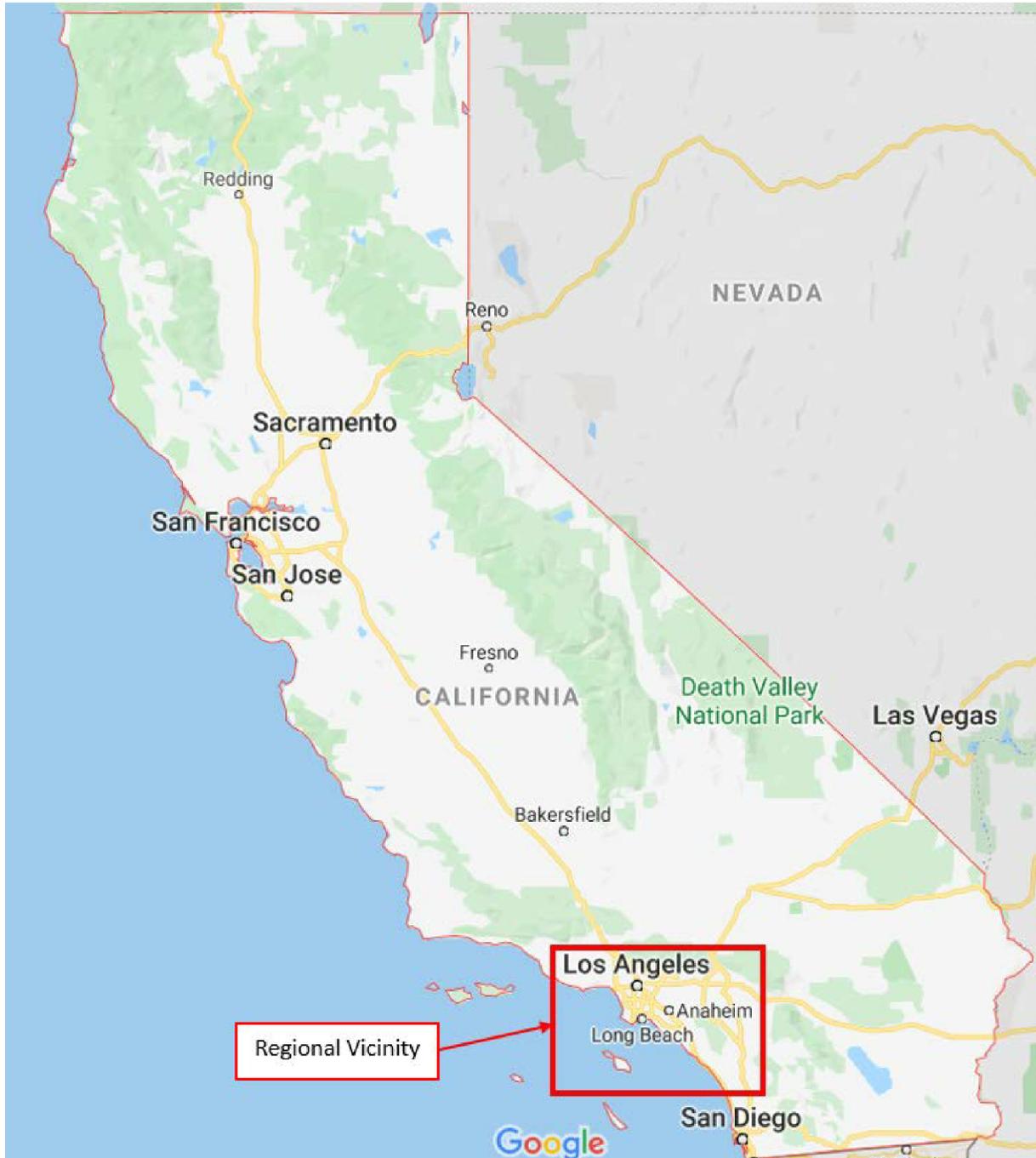
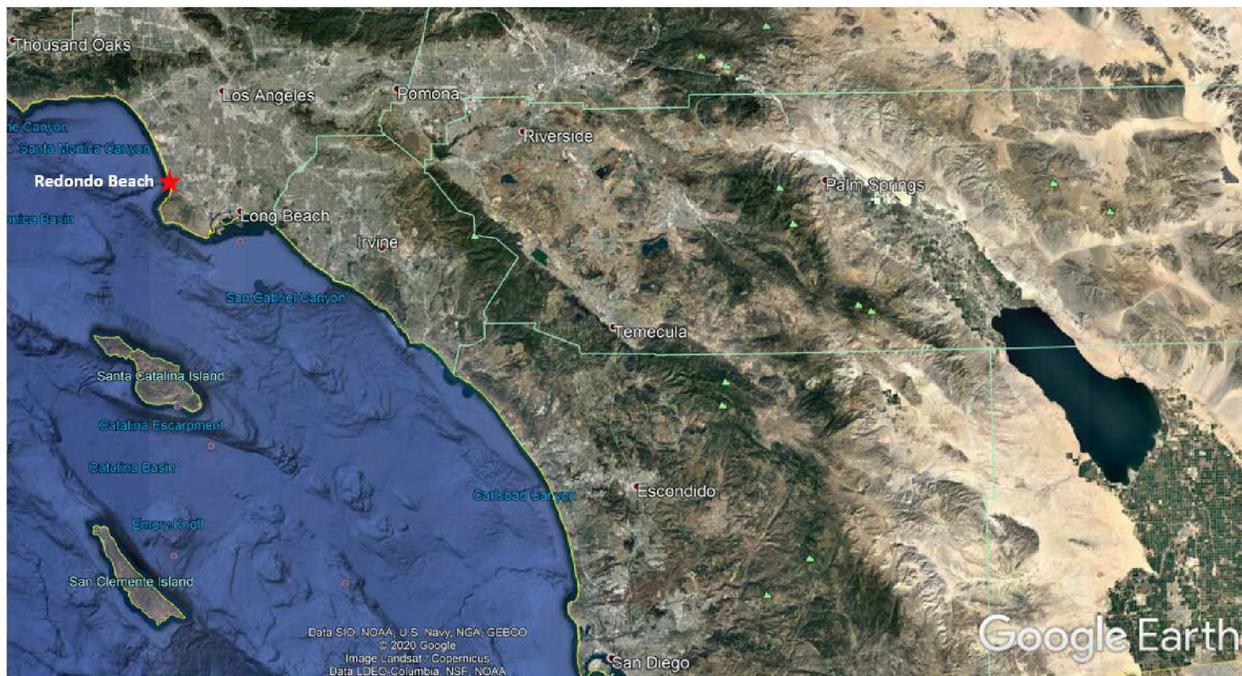


Figure 1: Project Location (Google)



**Figure 2: Project Vicinity (Google Earth)**

The marina facilities may be accessed by land from either the north or south via the Pacific Coast Highway. Visitors from inland centers may reach the marina via SR-91, which connects with the San Diego Freeway (I-405) via SR-55, SR-261, or SR-133, providing a connection to the Pacific Coast Highway and the Redondo Beach Harbor. The existing public sewer pump out is located at 280 Marina Way, Redondo Beach, CA 90277 (33°50'48.5"N 118°23'55.5"W). The floating dock facilities described in this report are located along the waterfront on the western side of Mole B, adjacent to the Harbor Patrol docks. Because the sewer pump out dock is located within the Redondo Beach Harbor, it is in close proximity to all marina boating facilities and amenities.

## 2. Existing Facilities and Amenities

The Redondo Beach harbor has a total of approximately 1,400 slips for vessels of various sizes including 25 dedicated guest moorings for boats transiting the coastline. Additional harbor facilities include a City operated boat hoist (for boats up to 30 feet long), a fishing pier, a marine fuel dock, two yacht clubs, commercial sports fishing (and whale-watching) operations, a youth and adult sailing school, a sheltered swim beach/waterpark known as Seaside Lagoon, and a public pier featuring dining, shopping, and entertainment amenities. These features are shown in Figure 3. Figure 4 shows a close-up aerial image of the Harbor Patrol dock and sewer pump out

docks. Figure 5 shows a plan view schematic of the existing facilities with dimensions. Photos of existing facilities and attractions are shown in Figures 6-9.



Figure 3: Redondo Beach Harbor Facilities (Google Earth)



Figure 4: Project Location (Google Earth)

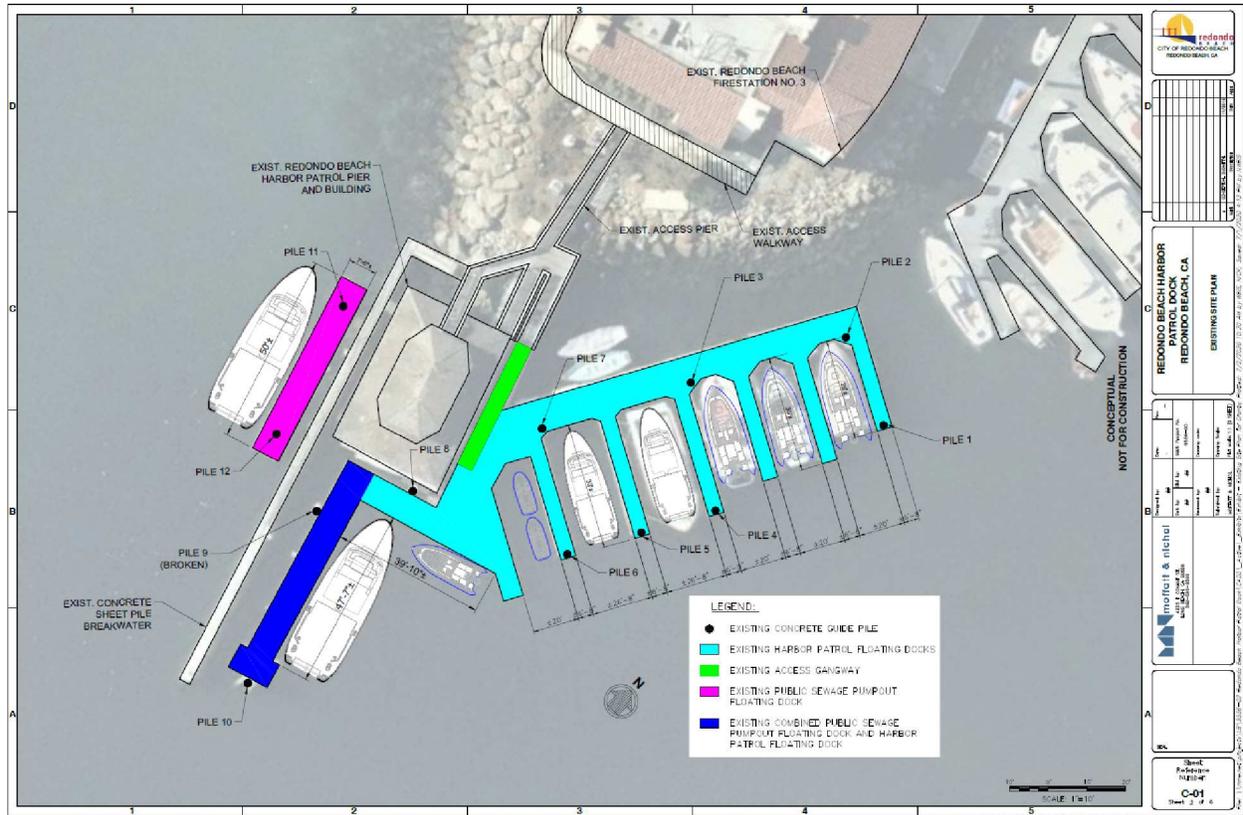
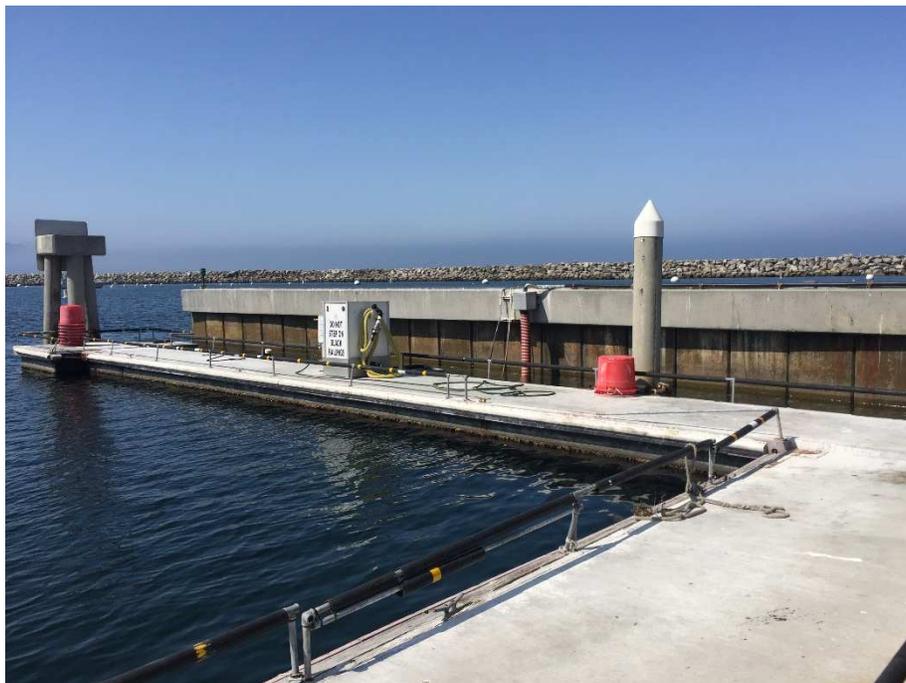


Figure 5: Existing Public Pump Out Facilities (M&N)



**Figure 6: Existing Public Pump Out Dock**



**Figure 7: Existing Shared Harbor Patrol and Public Pump Out Dock**



**Figure 8: Redondo Beach Municipal Pier**



**Figure 9: Redondo Beach Sportfishing Pier**

### 3. Proposed Project Improvements

The following items will be constructed and rehabilitated with the grant funding:

- The new pump out facility will have the service capacity of the two existing facilities, with the added benefit of increase in the allowable vessel size up-to 100-feet in length.
- The existing concrete floating dock will be removed and demolished. New concrete floating docks will be installed. The new floating docks will provide an expanded footprint (approximately 1,200 sq. ft. total).
- Five new 24-inch diameter concrete floating dock guide piles will be installed for the new pump out facility. The existing pump out docks are supported by two piles each.

The completed project will be accessible by boat in the harbor. No connection to the land is available in the current or the proposed public pump out dock. A general layout of the proposed replacement sewer pump out facilities are provided in Figure 10.

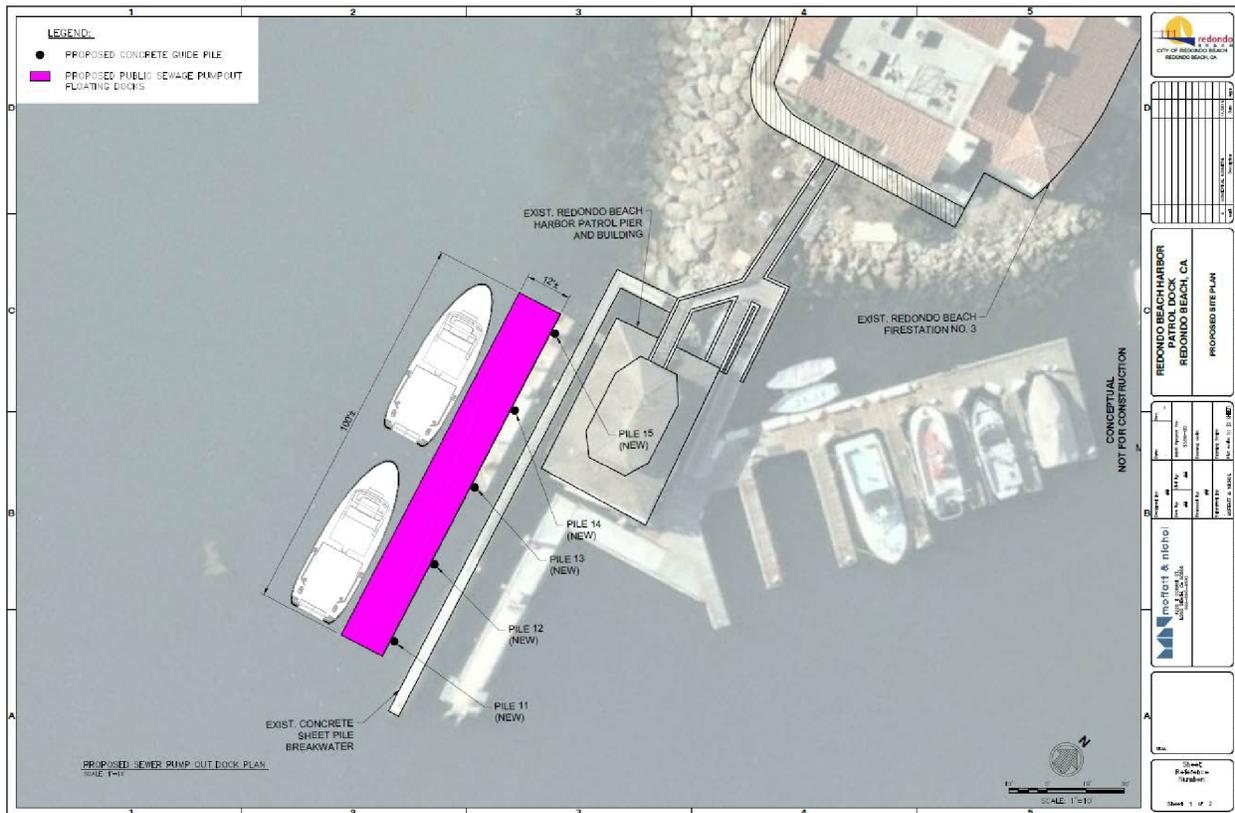


Figure 10: Proposed Project Improvements (M&N)

### 4. Site Bathymetry

Water levels and elevations for the project are referenced to the Mean Lower Low Water (MLLW) datum for the 1983-2001 tidal epoch. The tides at King Harbor are classified as mixed semidiurnal (two unequal highs and lows per day) and are measured from the local Port of Los Angeles tide gage. Daily tidal fluctuations have a typical range of about 6 feet between Mean Lower Low Water (MLLW) and Mean Higher High Water (MHHW). Maximum annual high and low Spring tides can increase overall tidal fluctuations to over 11 feet with high tides around +8 (ft, MLLW) and low tides around -3 (ft, MLLW).

A topographical map of the existing pump out dock and harbor patrol facilities with bathymetry data for water depths is shown in Figure 11. Based on the figure, the minimum depth at the existing/proposed dock is approximately 13.5 feet, which is sufficiently deep to support the types of recreational vessels proposed to be supported by this facility.

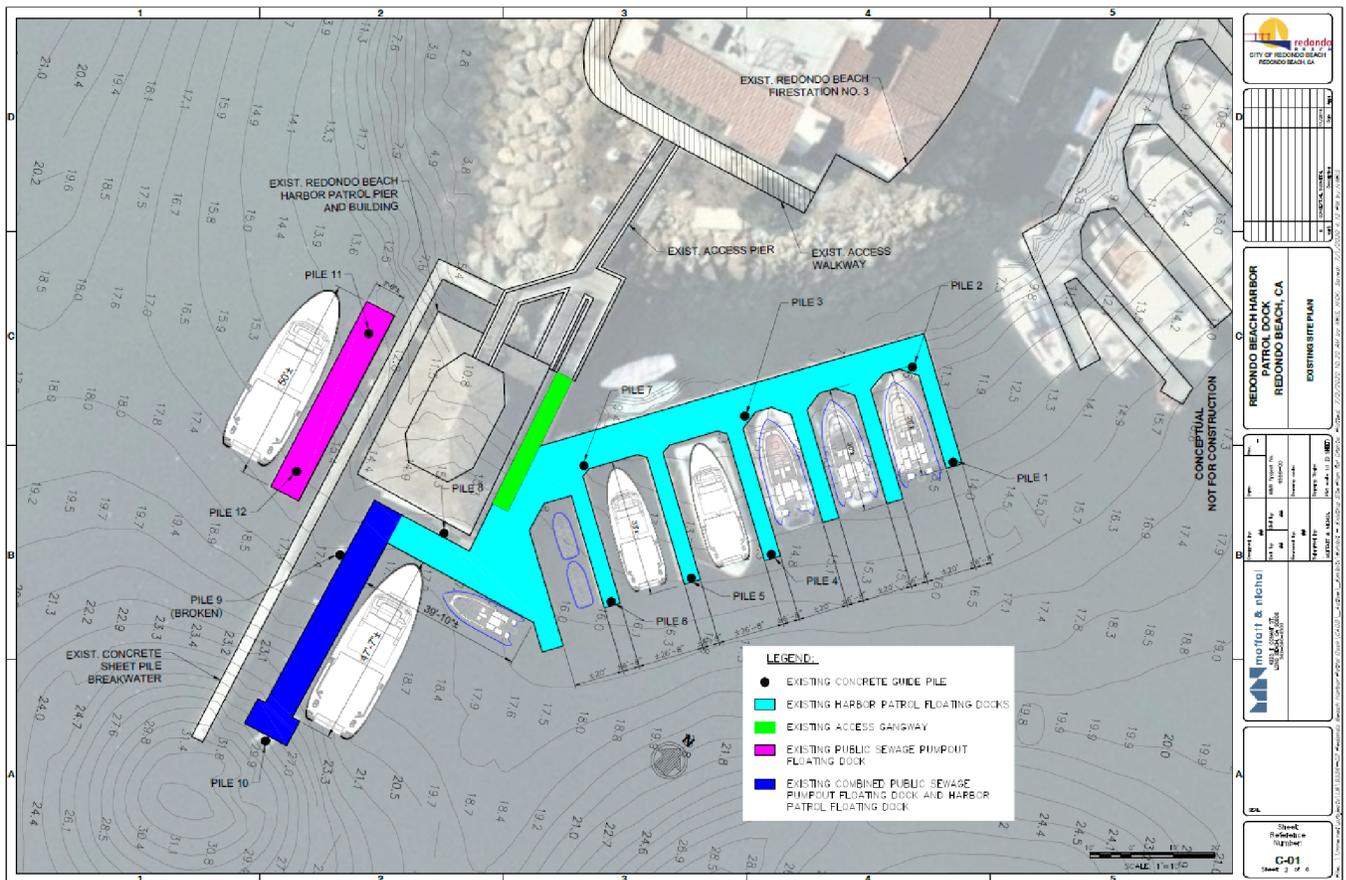
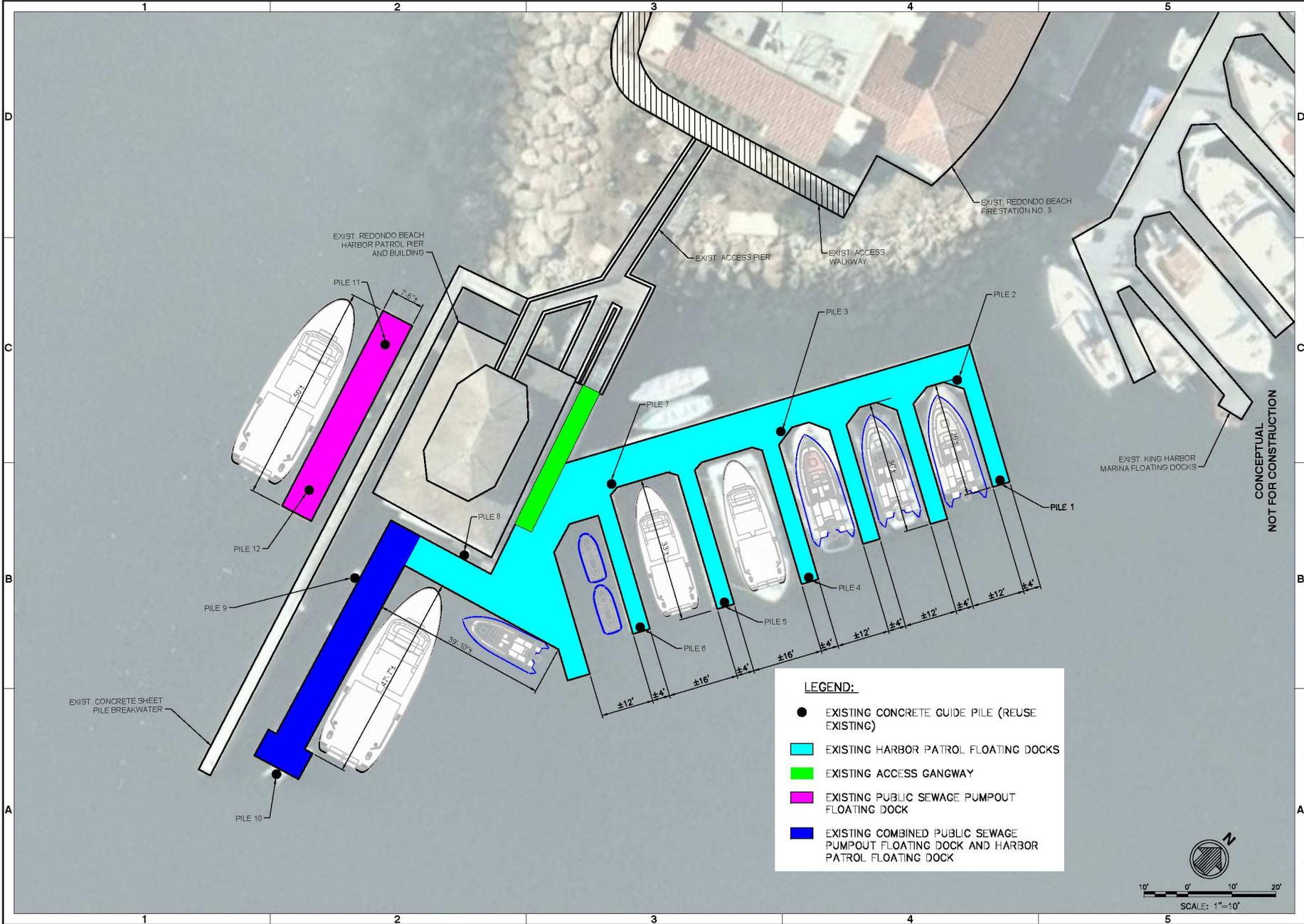
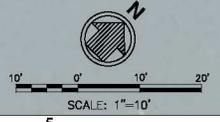


Figure 11: Existing Site Topography/Bathymetry Data (M&N)



**LEGEND:**

- EXISTING CONCRETE GUIDE PILE (REUSE EXISTING)
- EXISTING HARBOR PATROL FLOATING DOCKS
- EXISTING ACCESS GANGWAY
- EXISTING PUBLIC SEWAGE PUMPOUT FLOATING DOCK
- EXISTING COMBINED PUBLIC SEWAGE PUMPOUT FLOATING DOCK AND HARBOR PATROL FLOATING DOCK



DATE	BY	CHKD.	APP'D.

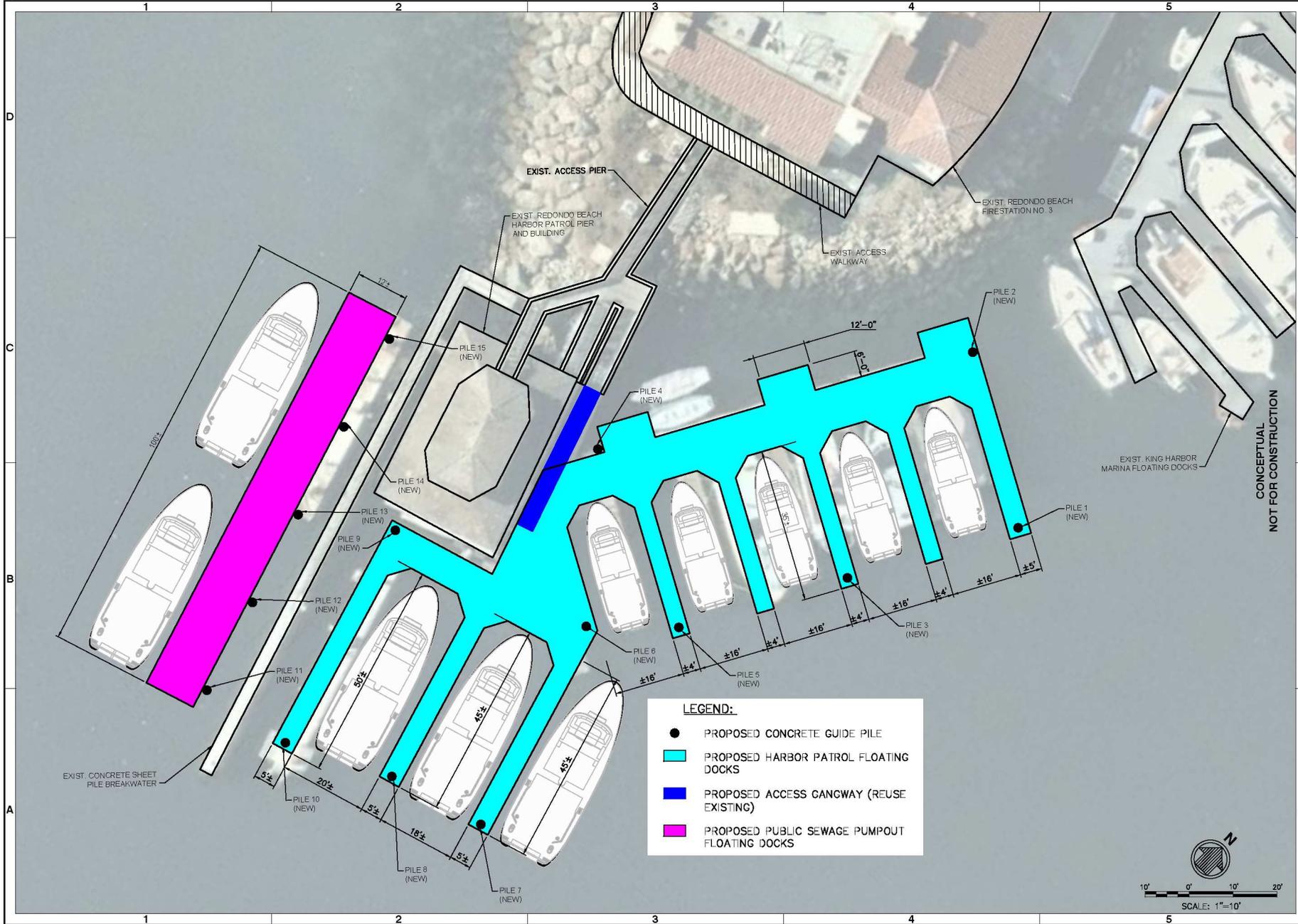
**REDONDO BEACH HARBOR PATROL DOCK**  
**REDONDO BEACH, CA**  
 EXISTING SITE PLAN

DATE	BY	CHKD.	APP'D.

**maffatt & nichol**  
 ARCHITECTS  
 425 S. GARDEN ST.  
 CAROLINA, CA 94008  
 TEL: 415.495.2000

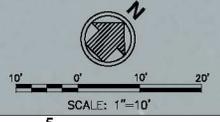
DATE	BY	CHKD.	APP'D.

Sheet Reference Number:  
**C-01**  
 Sheet 2 of 6



**LEGEND:**

- PROPOSED CONCRETE GUIDE PILE
- PROPOSED HARBOR PATROL FLOATING DOCKS
- PROPOSED ACCESS GANGWAY (REUSE EXISTING)
- PROPOSED PUBLIC SEWAGE PUMPOUT FLOATING DOCKS



DATE	BY	CHKD	APP'D

**REDONDO BEACH HARBOR PATROL DOCK**  
 REDONDO BEACH, CA  
 PROPOSED SITE PLAN

DATE	BY	CHKD	APP'D

**maffatt & nichol**  
 4225 J. COMPTON ST.  
 COSTA MESA, CA 92626  
 (714) 440-9000

S/AL	Sheet Reference Number:



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT  
915 WILSHIRE BOULEVARD, SUITE 930  
LOS ANGELES, CA 90017-3401

July 21, 2020

SUBJECT: Provisional Letter of Permission

Geraldine Trivedi  
City of Redondo Beach  
415 Diamond St.  
Redondo Beach, California 90277

Dear Ms. Trivedi:

I am responding to your request SPL-2020-00061-LP for a Department of Army permit for your proposed project, Redondo Beach Harbor Patrol & Public Sewage Pump-out Docks Improvements. The proposed project is located in King Harbor, within the City of Redondo Beach, Los Angeles County, California, at approximately Latitude/Longitude: 33.846808, -118.398628 degrees.

Enclosed is a "Provisional Letter of Permission" (provisional LOP) issued pursuant to Section 10 of the Rivers and Harbors Act of 1899. This provisional LOP is NOT VALID and does not constitute authorization for you to do work. The provisional LOP describes the work that will be authorized, including general and special conditions which will be placed on your final Department of Army (DA) permit, should you receive a Section 401 water quality certification/waiver from the California Regional Water Quality Control Board (RWQCB) and Coastal Zone Management (CZM) consistency concurrence from the California Coastal Commission (CCC). No work is to be performed until you have received a validated copy of the DA permit.

By Federal law, no DA permit can be issued until a Section 401 water quality certification has been issued or waived by the RWQCB. This requirement can be satisfied by obtaining 401 certification/waiver or providing evidence that 60 days have passed since you submitted a valid application to the RWQCB for certification. Furthermore, by Federal law, no DA permit can be issued until the state has concurred with a permit applicant's CZM consistency certification. This requirement can be satisfied by obtaining CZM consistency concurrence, or providing evidence that six months have passed since you applied to the CCC for concurrence. Be aware that any conditions placed on your 401 certification and/or CZM consistency concurrence will become conditions on your DA permit, unless the U.S. Army Corps of Engineers (Corps) deems these conditions to be either unreasonable or unenforceable.

**WHEN YOU RECEIVE SECTION 401 WQC/WAIVER AND CZM CONSISTENCY CONCURRENCE, THE FOLLOWING STEPS NEED TO BE COMPLETED:**

1. You must sign and date both copies of the provisional LOP indicating that he/she agrees to comply with all conditions stated in the permit.
2. You must include your name and title (if any) and it must be typed or printed below the signature.
3. You must return both signed copies of the provisional LOP to the Corps by email.
4. You must send the Section 401 WQC/waiver and CZM consistency concurrence to the Corps with the signed copies of the provisional LOP.

Should the Section 401 WQC/waiver and CZM consistency concurrence contain conditions which might result in a modification to the provisional LOP, by signing and dating both copies of the provisional permit and returning it to the Corps (along with the permit fee and Section 401 WQC/waiver and CZM concurrence), I will assume the applicant agrees to comply with all Section 401 and CZM conditions which are added to the final DA permit.

Also, should the RWQCB deny the required Section 401 WQC and/or CCC deny the required CZM consistency concurrence, the DA permit is considered denied without prejudice. If you subsequently obtain Section 401 WQC and/or CZM concurrence, you should contact me to determine how to proceed with your permit application.

Thank you for participating in the Regulatory Program. If you have any questions, please contact Lia Protopapadakis at (213) 452-3372 or via e-mail at Lia.Protopapadakis@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey).

Sincerely,

Theresa Stevens, Ph.D.  
Senior Project Manager  
North Coast Branch  
Regulatory Division

Enclosures



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT  
915 WILSHIRE BOULEVARD, SUITE 930  
LOS ANGELES, CA 90017-3401

July 21, 2020

SUBJECT: Letter of Permission

Geraldine Trivedi  
City of Redondo Beach  
415 Diamond St.  
Redondo Beach, California 90277

Dear Ms. Trivedi:

I am responding to your request SPL-2020-00061-LP for a Department of Army permit for your proposed project, Redondo Beach Harbor Patrol & Public Sewage Pump-out Docks Improvements. The proposed project is located in King Harbor within the City of Redondo Beach, Los Angeles County, California, at approximately Latitude 33.846808°, Longitude -118.398628°.

Under the provisions of Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403), you are hereby authorized to conduct the work described below in King Harbor within the city of Redondo Beach, Los Angeles County, California, as shown on the enclosed drawings.

Specifically, and as shown on the attached drawings, you are authorized to:

1. Remove 3,200 square feet of existing, timber, floating docks and 12 existing concrete guide piles.
2. Install 4,800 square feet of new, concrete floating docks and 15 new concrete guide piles.
3. Operate a floating barge with crane rig in an approximately 0.78-acre area encompassing the new dock footprint during construction.
4. Temporarily stage equipment and materials in approximately 0.3 acres of uplands at one (1) of two (2), pre-identified locations.

You must sign and date all copies of this Letter of Permission (LOP) indicating you agree to the work as described and will comply with all conditions. A signed copy of this Letter of Permission must be returned to the Corps of Engineers by email or regular mail. In addition, please notify this office as to the dates of commencement (within 10 calendar days prior to the start of construction) and completion of the activity (within 10 calendar days following the end of construction) using the enclosed forms.

Furthermore, you are hereby advised that the Corps of Engineers has established an Administrative Appeal Process which is fully described in 33 CFR part 331. The complete appeal process is diagrammed in the enclosed Appendix B.

Thank you for participating in our regulatory program. If you have any questions, please contact Lia Protopapadakis at (213) 452-3372 or via email at Lia.Protopapadakis@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey).

Sincerely,

Theresa Stevens, Ph.D.  
Senior Project Manager  
North Coast Branch  
Regulatory Division

Enclosures

\_\_\_\_\_  
PERMITTEE

\_\_\_\_\_  
DATE

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this LOP will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
TRANSFEEEE

\_\_\_\_\_  
DATE

Enclosure(s)

## PERMIT CONDITIONS

### General Conditions:

1. The time limit for completing the authorized activity ends on July 21, 2022. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.
6. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
7. If a conditioned coastal zone management act consistency determination has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

Furthermore, you must comply with the following non-discretionary Special Conditions:

### Special Conditions:

1. **FINAL CONSTRUCTION PLANS:** Thirty (30) days prior to initiating construction in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division final construction plans, including the selected staging area. All plans shall be in compliance with the Final Map and Drawing Standards for the South Pacific Division Regulatory Program

dated February 10, 2016

(<http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences/tabid/10390/Article/651327/updated-map-and-drawing-standards.aspx>). All plan sheets shall be signed, dated, and submitted on paper no larger than 11x 17 inches. **No work in waters of the U.S. is authorized until the Permittee receives, in writing (by email), Corps Regulatory Division approval of the final construction plans.** The Permittee shall ensure that the project is built in accordance with the Corps-approved plans.

2. **EELGRASS SURVEYS:** Prior to construction, a pre-project eelgrass survey should be conducted in accordance with the California Eelgrass Mitigation Policy (CEMP) ([http://www.westcoast.fisheries.noaa.gov/publications/habitat/california\\_eelgrass\\_mitigation/Final\\_CEMP\\_October\\_2014/cemp\\_oct\\_2014\\_final.pdf](http://www.westcoast.fisheries.noaa.gov/publications/habitat/california_eelgrass_mitigation/Final_CEMP_October_2014/cemp_oct_2014_final.pdf)). The results of the survey must be submitted to the Corps at least 15 calendar days prior to the scheduled start date for work in waters of the United States. If the pre-project survey demonstrates eelgrass presence within 25 feet of the project footprint, the Permittee shall conduct two years of post-construction eelgrass monitoring surveys per the mapping guidelines in NOAA Fisheries' California Eelgrass Mitigation Policy (Policy) ([http://www.westcoast.fisheries.noaa.gov/publications/habitat/california\\_eelgrass\\_mitigation/Final\\_CEMP\\_October\\_2014/cemp\\_oct\\_2014\\_final.pdf](http://www.westcoast.fisheries.noaa.gov/publications/habitat/california_eelgrass_mitigation/Final_CEMP_October_2014/cemp_oct_2014_final.pdf)). All required post-construction monitoring surveys shall be submitted by the Permittee to the Corps and NOAA Fisheries within 30 calendar days of each survey completion date. Based upon the post-construction monitoring survey results and in accordance with the Policy, the Corps will determine the need and/or amount of Essential Fish Habitat (EFH) mitigation required to offset adverse impacts to such habitat. The Corps will transmit its determination to the Permittee in writing. Within 60 calendar days of receiving the Corps' determination specifying the need and amount of mitigation, the Permittee shall submit a draft EFH mitigation plan to the Corps for review and approval. The EFH mitigation plan shall be prepared in accordance with the Policy and the Corps' South Pacific Division Regional Compensatory Mitigation Guidelines and Monitoring Requirements, dated January 12, 2015. The Permittee shall fully implement the final EFH mitigation plan as approved by the Corps.
3. **INTERFERENCE WITH NAVIGATION:** The permitted activity shall not interfere with the right of the public to free navigation on all navigable waters of the United States as defined by 33 C.F.R. Part 329.
4. **DISCHARGES:** No discharges of dredge or fill material is authorized by this permit.
5. **PILES:** Creosote treated pilings shall not be placed in navigable waters unless all of the following conditions are met:
  - A) The project involves the repair of existing structures that were originally constructed using wood products;
  - B) The creosote treated pilings are wrapped in plastic;
  - C) Measures are taken to prevent damage to plastic wrapping from boat use. Such measures may include installation of rub strips or bumpers;
  - D) The plastic wrapping is sealed at all joints to prevent leakage; and

- E) The plastic material is expected to maintain its integrity for at least ten years, and plastic wrappings that develop holes or leaks must be repaired or replaced in a timely manner by the Permittee.
6. LIMITATIONS: No other modifications or work shall occur to the structure permitted herein.
7. CLEAN CONSTRUCTION PRACTICES: The Permittee shall discharge only clean construction materials suitable for use in the oceanic environment. The Permittee shall ensure no debris, soil, silt, sand, sawdust, rubbish, cement or concrete washings thereof, oil or petroleum products, hazardous/toxic/radioactive/munitions from construction or dredging or disposal shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the United States. Upon completion of the project authorized herein, any and all excess material or debris shall be completely removed from the work area and disposed of in an appropriate upland site.
8. OBSTRUCTIONS: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers Regulatory Division, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
9. U.S. COAST GUARD NOTIFICATION: To ensure navigational safety, the Permittee shall provide appropriate notifications to the U.S. Coast Guard as described below:

Commander, 11th Coast Guard District (dpw)  
TEL: (510) 437-2980  
Email: d11LNM@uscg.mil  
Website: <http://www.uscg.mil/dp/lnmrequest.asp>

U.S. Coast Guard, Sector LA-LB (COTP)  
Email: D11-DG-SectorLALB-WWM@uscg.mil

- A) The Permittee shall notify the U.S. Coast Guard, Commander, 11th Coast Guard District (dpw) and the U.S. Coast Guard, Sector LA-LB (COTP) (contact information shown above), not less than 14 calendar days prior to commencing work and as project information changes. The notification shall be provided by email with at least the following information, transmitted as an attached Word or PDF file:
- 1) Project description including the type of operation (i.e. dredging, diving, construction, etc).
  - 2) Location of operation, including Latitude / Longitude (NAD 83).
  - 3) Work start and completion dates and the expected duration of operations. The U.S. Coast Guard needs to be notified if these dates change.
  - 4) Vessels involved in the operation (name, size and type).

- 5) VHF-FM radio frequencies monitored by vessels on scene.
  - 6) Point of contact and 24 -hour phone number.
  - 7) Potential hazards to navigation.
  - 8) Chart number for the area of operation.
  - 9) Recommend the following language be used in the Local Notice to Mariners:  
 "Mariners are urged to transit at their slowest safe speed to minimize wake, and proceed with caution after passing arrangements have been made."
- B) The Permittee and its contractor(s) shall not remove, relocate, obstruct, willfully damage, make fast to, or interfere with any aids to navigation defined at 33 C.F.R. chapter I, subchapter C, part 66. Not less than 30 calendar days in advance of operating any equipment adjacent to any aids to navigation that require relocation or removal, the Permittee shall notify, in writing, the Eleventh U.S. Coast Guard District and the Corps Regulatory Division. The Permittee and its contractor(s) are prohibited from relocating or removing any aids to navigation until authorized to do so by the Corps Regulatory Division and the U.S. Coast Guard.
  - C) The Permittee is prohibited from establishing private aids to navigation in navigable waters of the United States until authorized to do so by the Corps Regulatory Division and the U.S. Coast Guard. Should the Permittee determine the work requires the temporary placement and use of private aids to navigation in navigable waters of the United States, the Permittee shall submit a request in writing to the Corps Regulatory Division and the U.S. Coast Guard.
  - D) The COTP may modify the deployment of marine construction equipment or mooring systems to safeguard navigation during project construction. The Permittee shall direct questions concerning lighting, equipment placement, and mooring to the appropriate COTP.
10. COMMENCEMENT AND COMPLETION NOTIFICATION: The Permittee shall notify the Corps Regulatory Division of the date of commencement of work in navigable waters of the United States (within 10 calendar days prior to the start of construction) and completion of the activity (within 10 calendar days following the end of construction) using the enclosed forms.
  11. POST-CONSTRUCTION AS-BUILT SURVEY(S): Within 30 calendar days of completion of the project authorized by this permit, the Permittee shall conduct a post-project as-built survey indicating the location of all new structures and their features, or the modification of structures and their features, or post-dredge hydrographic surveys, within navigable waters. Within 45 calendar days of completion of the project, the Permittee shall forward a copy of the survey, as well as a copy of this permit, to the Corps Regulatory Division (via email at: [lia.protopapadakis@usace.army.mil](mailto:lia.protopapadakis@usace.army.mil)), and to the National Oceanic and Atmospheric Administration, Marine Charting Division for updating nautical charts (via email at: [ocs.ndb@noaa.gov](mailto:ocs.ndb@noaa.gov)). Post-project surveys/as-built plans should be provided electronically in two formats: .pts (xyz) and one of, .pdf or GIS. Include the following header metadata: project name, surveyor's name and company, area surveyed (acres), type of survey method, date of survey, geographic control points (for example: latitude/longitude, plane coordinates), geographic coordinate system (use NAD83), geographic projection, units (use US Survey

Feet), and tide gage location. For all subsurface structures and dredge projects include elevation (z coordinate) datum indicated as a negative below MLLW, and also indicate the survey system and bin sizes as appropriate.

12. POST-CONSTRUCTION MEMORANDUM: Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:
  - A) Date(s) work within waters of the U.S. was initiated and completed;
  - B) Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
  - C) Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
  - D) One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
  - E) Signed Certification of Compliance (attached as part of this permit package)

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to **Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)**.
2. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

Applicant: City of Redondo Beach		File Number: SPL-2020-00061-LP	Date: JULY 15, 2020
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

**SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at [http://www.usace.army.mil/cecw/pages/reg\\_materials.aspx](http://www.usace.army.mil/cecw/pages/reg_materials.aspx) or Corps regulations at 33 CFR Part 331.**

- A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.**
- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
  - **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.
- B: PROFFERED PERMIT: You may accept or appeal the permit**
- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
  - **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.
- C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.**

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

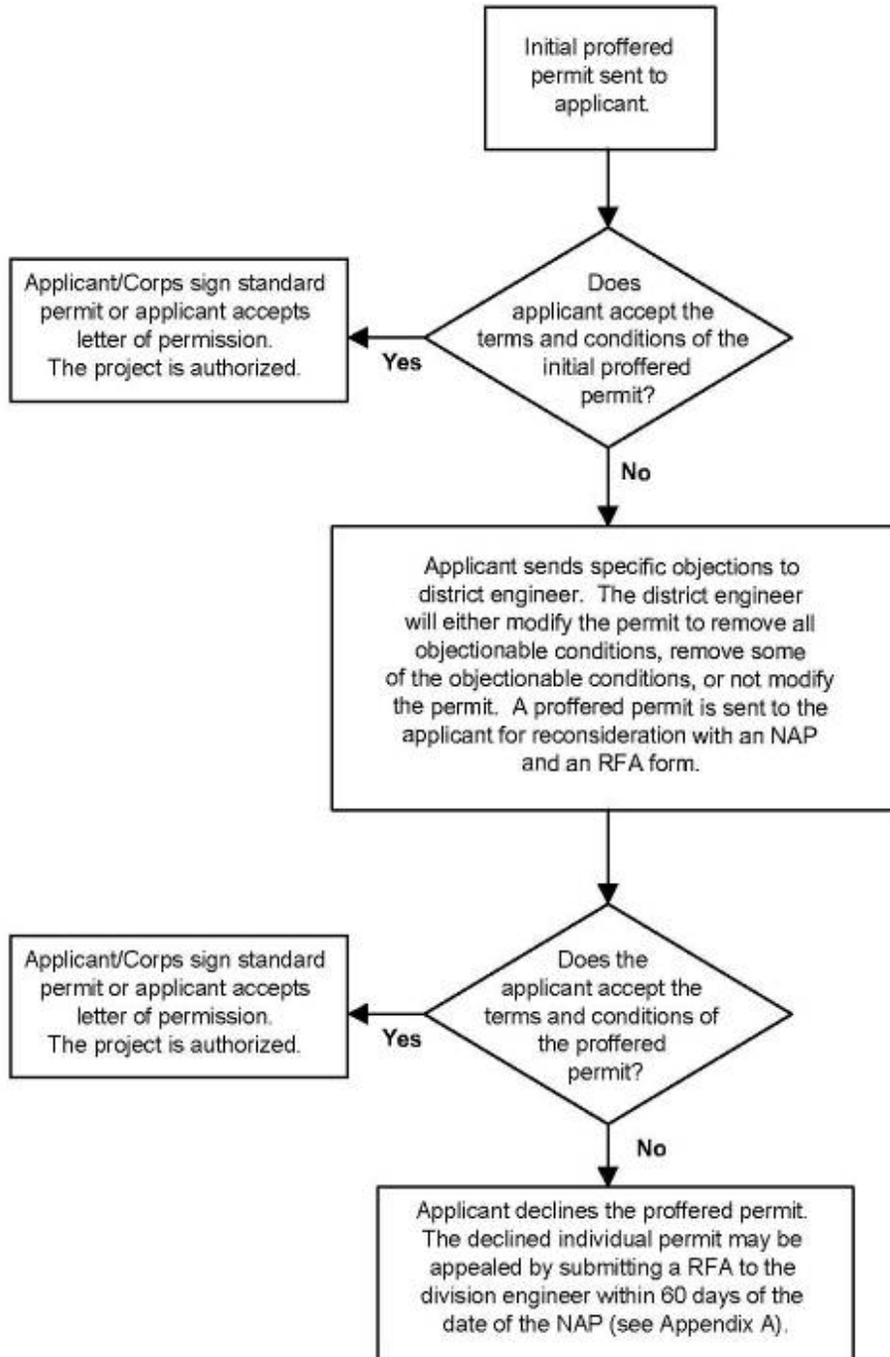
If you have questions regarding this decision and/or the appeal process you may contact: Lia Flynn  
Project Manager  
U.S. Army Corps of Engineers  
Los Angeles District  
915 Wilshire Boulevard, Suite 930  
Los Angeles, CA 90017-3401  
Phone: (213) 452-3372  
Email: Lia.Protopapadakis@usace.army.mil

If you only have questions regarding the appeal process you may also contact: Thomas J. Cavanaugh  
Administrative Appeal Review Officer  
U.S. Army Corps of Engineers  
South Pacific Division  
450 Golden Gate Ave.  
San Francisco, California 94102  
Phone: (415) 503-6574  
Fax: (415) 503-6646  
Email: [thomas.j.cavanaugh@usace.army.mil](mailto:thomas.j.cavanaugh@usace.army.mil)

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

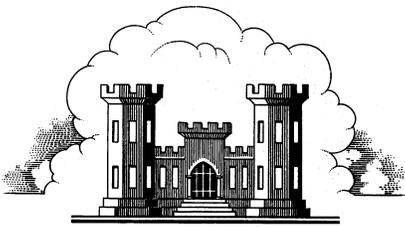
<hr/> Signature of appellant or agent.	Date:	Telephone number:
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## Applicant Options with Initial Proffered Permit



Appendix B





LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS

**NOTIFICATION OF COMPLETION OF WORK AND  
CERTIFICATION OF COMPLIANCE WITH  
DEPARTMENT OF THE ARMY PERMIT**

**Permit Number:** *SPL-2020-00061-LP*  
**Name of Permittee:** *City of Redondo Beach; Geraldine Trivedi*  
**Date of Issuance:** *July 15, 2020*

**Date work in waters of the U.S. completed:** \_\_\_\_\_  
**Construction period (in weeks):** \_\_\_\_\_  
**Name & phone of contractor (if any):** \_\_\_\_\_

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this permit you may be subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit.

\_\_\_\_\_  
Signature of Permittee

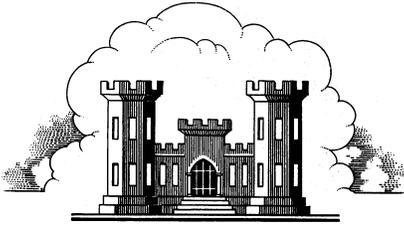
\_\_\_\_\_  
Date

Upon completion of the activity authorized by this permit, sign this certification and return it using ONE of the following methods:

- (1) EMAIL a statement including all the above information to:  
Lia.Protopapadakis@usace.army.mil

OR

- (2) MAIL to the following address:  
U.S. Army Corps of Engineers  
Regulatory Division  
ATTN: CESPL-RG-SPL-2020-00061-LP  
915 Wilshire Boulevard, Suite 930  
Los Angeles, CA 90017-3401



**LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS**

**COMPLIANCE DELIVERABLES CHECKLIST FOR  
DEPARTMENT OF ARMY PERMIT**

**Permit Number:** *SPL-2020-00061-LP*  
**Name of Permittee:** *Geraldine Trivedi, City of Redondo Beach*  
**Date of Issuance:** *July 15, 2020*

Please submit this checklist along with all required compliance deliverables (listed in the table below) to the Corps via email to [splreglasb@usace.army.mil](mailto:splreglasb@usace.army.mil). Upon receipt, the Corps will review proffered deliverables for sufficiency and, if approved, return an electronically-signed/dated copy of this checklist to you. The Corps Project Manager will provide e-signature upon receipt/approval of each compliance deliverable and will return the signed checklist to the applicant/agent in a progressive manner.

<b>Condition #</b>	<b>Compliance deliverable</b>	<b>Corps approval</b>
Special Condition #1	Final Construction Plans	
Special Condition #2	Pre-Construction Eelgrass Surveys	
Special Condition #10	Notification of Commencement of Work	
Special Condition #11	Post-Construction As-Built Surveys	
Special Condition #12	Post-Construction Memorandum	
Special Condition #10	Notification of Completion of Work	
N/A	Certificate of Compliance with Department of the Army Nationwide Permit (10 days following)	

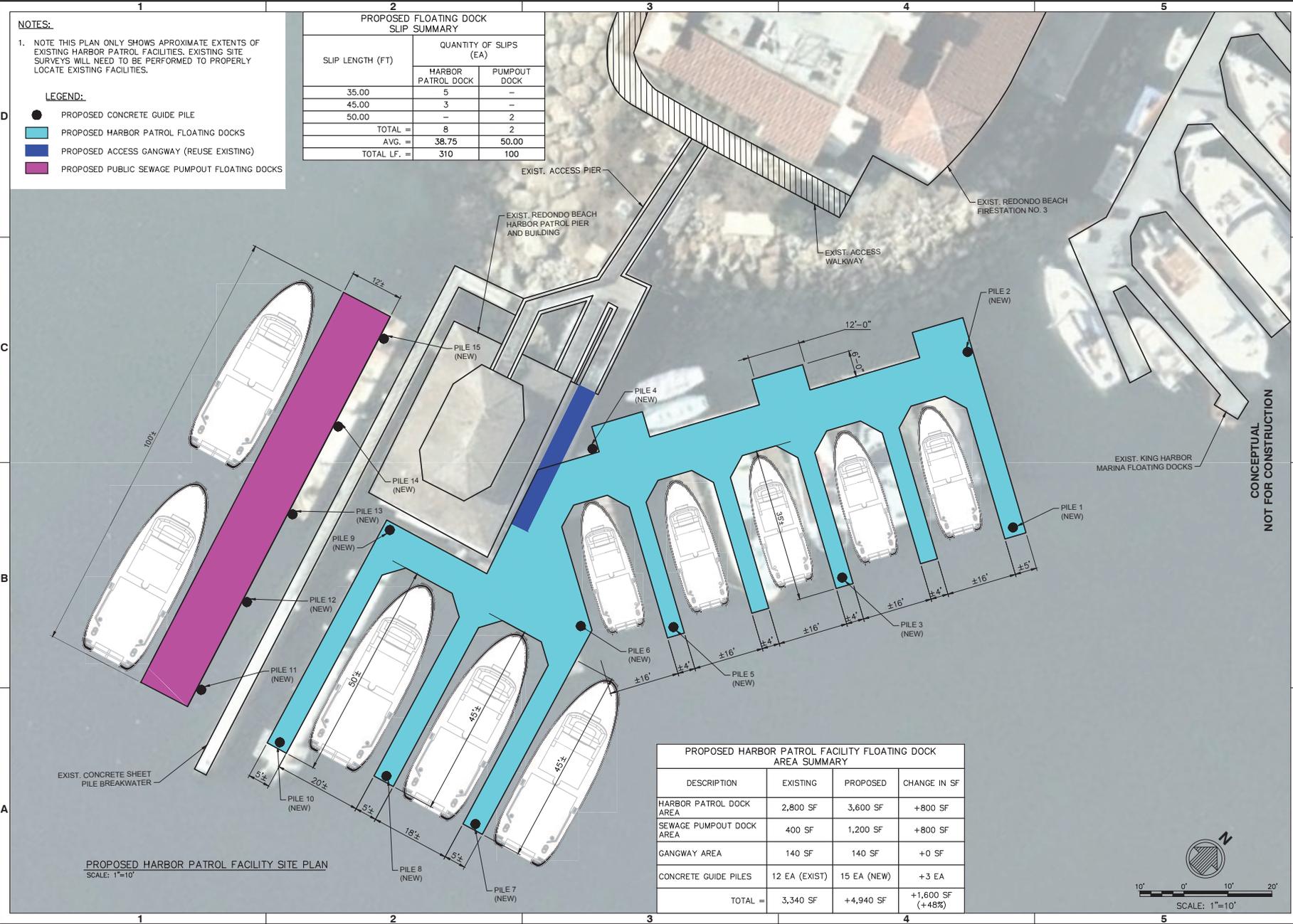
**Upon receipt and approval of all items listed in the table above, the Corps will consider you in full compliance with compliance deliverable requirements in your permit authorization. Note, however, that any ongoing reporting obligations associated with the permit may remain unaffected by this compliance deliverables determination.**



**NOTES:**  
 1. NOTE THIS PLAN ONLY SHOWS APPROXIMATE EXTENTS OF EXISTING HARBOR PATROL FACILITIES. EXISTING SITE SURVEYS WILL NEED TO BE PERFORMED TO PROPERLY LOCATE EXISTING FACILITIES.

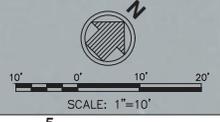
- LEGEND:**
- PROPOSED CONCRETE GUIDE PILE
  - PROPOSED HARBOR PATROL FLOATING DOCKS
  - PROPOSED ACCESS GANGWAY (REUSE EXISTING)
  - PROPOSED PUBLIC SEWAGE PUMP-OUT FLOATING DOCKS

PROPOSED FLOATING DOCK SLIP SUMMARY		
SLIP LENGTH (FT)	QUANTITY OF SLIPS (EA)	
	HARBOR PATROL DOCK	PUMP-OUT DOCK
35.00	5	—
45.00	3	—
50.00	—	2
TOTAL =	8	2
AVG. =	38.75	50.00
TOTAL LF. =	310	100



PROPOSED HARBOR PATROL FACILITY FLOATING DOCK AREA SUMMARY			
DESCRIPTION	EXISTING	PROPOSED	CHANGE IN SF
HARBOR PATROL DOCK AREA	2,800 SF	3,600 SF	+800 SF
SEWAGE PUMP-OUT DOCK AREA	400 SF	1,200 SF	+800 SF
GANGWAY AREA	140 SF	140 SF	+0 SF
CONCRETE GUIDE PILES	12 EA (EXIST)	15 EA (NEW)	+3 EA
TOTAL =	3,340 SF	+4,940 SF	+1,600 SF (+48%)

PROPOSED HARBOR PATROL FACILITY SITE PLAN  
 SCALE: 1"=10'



DATE	12/22/20
SCALE	1"=10'
DESIGNED BY	ME/RYAN & NICHOL
DRAWN BY	ME/RYAN & NICHOL
CHECKED BY	ME/RYAN & NICHOL
APPROVED BY	ME/RYAN & NICHOL

**REDONDO BEACH HARBOR PATROL DOCK**  
 REDONDO BEACH, CA  
 PROPOSED SITE PLAN

DATE: 12/22/20  
 M&M PROJECT NO: 9954-00  
 DRAWING CODE: 0000  
 DESIGNED BY: ME/RYAN & NICHOL  
 DRAWING SCALE: PER SHEET (0 SHEET)  
 SHEET NO: 11 OF 11



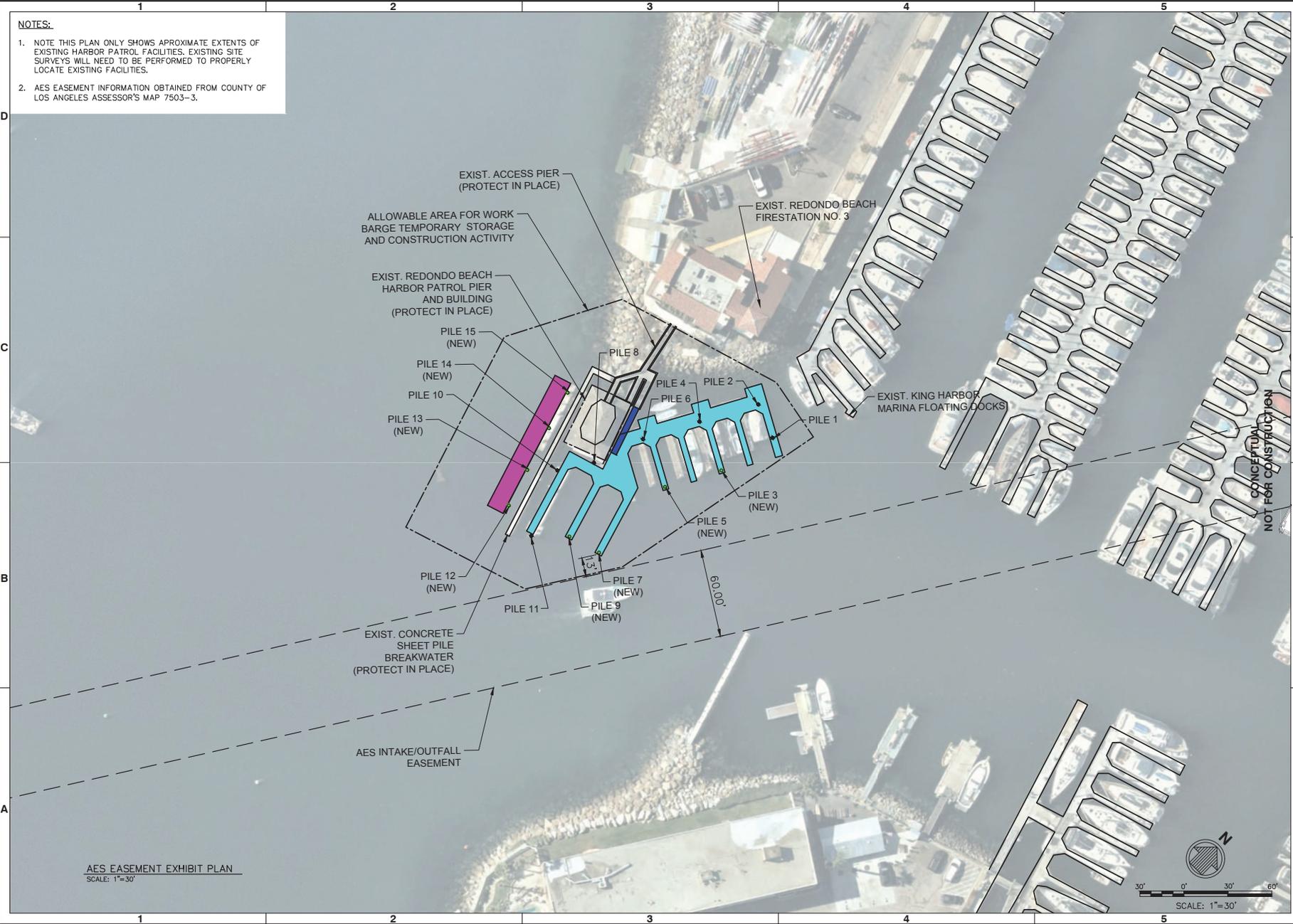
Sheet Reference Number:  
 Sheet 1 of 2

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



**NOTES:**

- NOTE THIS PLAN ONLY SHOWS APPROXIMATE EXTENTS OF EXISTING HARBOR PATROL FACILITIES. EXISTING SITE SURVEYS WILL NEED TO BE PERFORMED TO PROPERLY LOCATE EXISTING FACILITIES.
- AES EASEMENT INFORMATION OBTAINED FROM COUNTY OF LOS ANGELES ASSESSOR'S MAP 7503-3.



NO.	DATE	BY	DESCRIPTION

**REDONDO BEACH HARBOR PATROL DOCK**  
REDONDO BEACH, CA

AES EASEMENT EXHIBIT

Designed by: #  
 Drawn by: #  
 Date by: #  
 Checked by: #  
 Date checked: #

Submitted by: #  
 MONTAG & NICHOL  
 4225 E. COVINGTON ST.  
 SUITE 200  
 ANAHEIM, CA 92805  
 714.952.5950

Date: #  
 M&N Project No: 9954-00  
 Drawing code: #  
 Drawing Scale: #  
 Plot scale: 1" = 30'

**montag & nichol**  
 4225 E. COVINGTON ST.  
 SUITE 200  
 ANAHEIM, CA 92805  
 714.952.5950

Sheet Reference Number:  
 Sheet 1 of 1

File: C:\0\LE\9595-02\_Redondo Beach Harbor Patrol Dock (CAD) - Exhibits\Exhibits\AES Easement Exhibit\_4/16/2020\_5:59 PM.Dwg, M&N, NICK, Somers, 4/16/2020 5:58 PM by AMES

AES EASEMENT EXHIBIT PLAN  
 SCALE: 1"=30'

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

**Application for Federal Assistance SF-424**

Version 02

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify)</b> <input type="text"/>
---	---	---

<b>* 3. Date Received:</b> <input type="text"/>	<b>4. Applicant Identifier:</b> <input type="text"/>
--	---

<b>5a. Federal Entity Identifier:</b> <input type="text"/>	<b>* 5b. Federal Award Identifier:</b> <input type="text"/>
---	--

**State Use Only:**

<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>
--	--

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text"/>	<b>* c. Organizational DUNS:</b> <input type="text"/>
--	--

**d. Address:**

**\* Street1:**   
**Street2:**   
**\* City:**   
**County:**   
**\* State:**   
**Province:**   
**\* Country:**   
**\* Zip / Postal Code:**

**e. Organizational Unit:**

<b>Department Name:</b> <input type="text"/>	<b>Division Name:</b> <input type="text"/>
---	---

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**  **\* First Name:**   
**Middle Name:**   
**\* Last Name:**   
**Suffix:**

**Title:**

**Organizational Affiliation:**

**\* Telephone Number:**  **Fax Number:**

**\* Email:**

**Application for Federal Assistance SF-424**

Version 02

**9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

**\* 12. Funding Opportunity Number:**

\* Title:

Sportfishing and Boating Safety Act - BIG Tier 1

**13. Competition Identification Number:**

Title:

Sportfishing and Boating Safety Act - BIG Tier 1

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\* 15. Descriptive Title of Applicant's Project:**

Redondo Beach Pumpout Dock Replacement - City of Redondo Beach is requesting funds for the replacement of their existing pumpout docks.

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

Version 02

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**\*\* I AGREE**

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**Application for Federal Assistance SF-424**

Version 02

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

## Grant Agreement C8966470

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person 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, nor shall they discriminate unlawfully against any employee or applicant for employment because 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 insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

## Grant Agreement C8966470

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

## Grant Agreement C8966470

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

### 19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

### 20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective GRANTEE to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>GRANTEE/Bidder Firm Name (Printed)</i> <i>City of Oceanside</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Salvatore Ted Schiafone, Harbor Manager</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>San Diego County</i>	

**GRANTEE CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** GRANTEE has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** GRANTEE will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and GRANTEE may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the GRANTEE has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: GRANTEE certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against GRANTEE within the immediately preceding two-year period because of GRANTEE's failure to comply with an order of a Federal court, which orders GRANTEE to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: GRANTEE hereby certifies that GRANTEE will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

GRANTEE agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: GRANTEE hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The GRANTEE agrees to cooperate fully in providing reasonable access to the GRANTEE's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial

Relations, or the Department of Justice to determine the GRANTEE's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: GRANTEE needs to be aware of the following provisions regarding current or former state employees. If GRANTEE has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent GRANTEE with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If GRANTEE violates any provisions of above paragraphs, such action by GRANTEE shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: GRANTEE needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and GRANTEE affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: GRANTEE assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE: An amendment is required to change the GRANTEE's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the GRANTEE shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



# Administrative Report

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H.12., File # 22-4160

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-028, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AMENDING THE OFFICIAL BOOK OF CLASSIFICATIONS FOR THE POSITION OF TRANSPORTATION ENGINEER

## **EXECUTIVE SUMMARY**

The Engineering Division of Public Works currently has an opening for the Transportation Engineer position, also known as the City Traffic Engineer. In order to continue the critical work of this position, the Department is looking to recruit and fill the position as quickly as possible. A review of the job classification specification revealed that the position needs to be modernized to meet current industry standards and preferences for education and experience. The updated duties, expectations, and requirements have been reviewed and agreed to by the Redondo Beach Professional and Supervisory Association. Staff recommends approval of the revised classification specification.

## **BACKGROUND**

The City maintains an Official Book of Class Specifications for positions in the service of the City. As recruitments for open positions are initiated, class specifications are updated to validate job duties, responsibilities and qualifications. This action is recommended pursuant to Section 2-3.502 of Article 5 and Section 2-3.603 of Article 6, Chapter 3, Title 2 of the Redondo Beach Municipal Code, which authorizes the Mayor and City Council to set forth from time to time the class titles and specifications for job classifications.

The Transportation Engineer is housed in the Public Works Department / Engineering Services Division and performs administrative, professional and technical traffic engineering and transportation planning duties in a specialized job category. The position calls for the employee to act as team leader on a variety of design and construction projects, evaluate the work of team members and is therefore designated in the City's supervisory classification. This position is key in the delivery of transportation-related engineering projects and tasks including, but not limited to, location, design, and construction of traffic signal improvements, traffic calming measures, field investigations involving speed limits, intersection configurations, pedestrian walkways, bike paths, parking and loading zones and all other traffic related issues and projects.

The Transportation Engineer acts as a liaison to the Public Works Commission. The position is also responsible for managing and processing grant-funding acquisitions for transportation projects within the Engineering Services Division in support of the City Engineer and other Department personnel.

Prior to advertising the position, staff reviewed the classification specification and determined that it needed to be updated to meet the City's current standard language. The review also revealed that the requirements for education and experience require updating to be consistent with industry standards for the position. Therefore, staff recommends the classification specification for this position be approved to reflect the updated duties, expectations, and requirements.

**COORDINATION**

Modernizing the classification specification for the Transportation Engineer has been coordinated with the Public Works Department, Human Resources Department and with representatives of the Professional & Supervisory Association.

**FISCAL IMPACT**

There is no fiscal impact associated with modernizing the classification specification.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

1. Resolution to Amend Transportation Engineer Classification Specification
2. Updated Transportation Engineer Classification Specification



# Administrative Report

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H.12., File # 22-4160

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

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**COORDINATION**

Modernizing the classification specification for the Transportation Engineer has been coordinated with the Public Works Department, Human Resources Department and with representatives of the Professional & Supervisory Association.

**FISCAL IMPACT**

There is no fiscal impact associated with modernizing the classification specification.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

1. Resolution to Amend Transportation Engineer Classification Specification
2. Updated Transportation Engineer Classification Specification

**RESOLUTION NO. CC-2205-028**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASSIFICATIONS FOR THE POSITION OF TRANSPORTATION ENGINEER**

WHEREAS, pursuant to Section 2-3.603 of Article 6, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council of the City of Redondo Beach shall set forth from time to time the Class Titles for job classifications; and,

WHEREAS, pursuant to Section 2-3.502 of Article 5, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council shall set forth from time to time the Specifications for job classifications; and,

WHEREAS, it is necessary to amend the Official Book of Classifications to reflect such action of the City Council; and

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

SECTION 1. That the Official Book of Classifications is hereby amended, as reflected in the attached Exhibit "A" relating to the Class Specification for the position of Transportation Engineer

SECTION 2. This resolution shall take effect immediately upon its adoption by the City Council.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 17th day of May, 2022.

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
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-2205-028 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 17th day of May, 2022, 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:

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Eleanor Manzano, CMC  
City Clerk

# Exhibit "A"

Exhibit "A"

City of Redondo Beach Approved: May 17, 2022  
Class Specification Resolution: CC-2205-028



**CITY OF REDONDO BEACH  
CLASSIFICATION SPECIFICATION**

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**TITLE:** TRANSPORTATION ENGINEER

**DEFINITION:**

Under the direction of the City Engineer and/or designee, performs administrative, professional and technical traffic engineering and transportation planning duties in the specialized job category in the Engineering Services Division; act as team leader on a variety of design and construction projects, evaluating the work of team members to be designated in management class, and to be exempt from coverage under the Fair Labor Standards Act.

**EXAMPLES OF DUTIES, RESPONSIBILITIES AND EXPECTATIONS:**

The listed tasks are essential for this position and may include, but are not limited to the following:

- Plans, organizes, participates in, and directs professional and technical staff engaged in a variety of transportation-related engineering projects and tasks including, but not limited to, location, design, and construction of traffic signal improvements and all other traffic related projects
- Supervises and participates in the development of project request for proposals, data collection, and field investigations involving speed limits, intersection configuration, pedestrian walkways, bike paths, parking and loading zones, and other traffic related issues
- Implements traffic-calming measures
- Manages and processes grant-funding acquisitions for transportation projects
- Acts as liaison to the Public Works Commission
- Conducts neighborhood meetings
- Prepares and presents staff reports, attends weekly and monthly regional meetings for City-related traffic/transportation issues, and provides regular updates on transportation projects in the City and the South Bay

- Responds to citizens' requests, complaints, and concerns about traffic/transportation issues
- Interacts closely with the Police and other City departments
- Prepares plans, specifications, and cost estimates for traffic signal improvements and other traffic related projects, as a prerequisite to obtaining funds from County, State and Federal sources
- Develops and prioritizes street pavement and traffic signal improvement projects for the five-year capital improvement program
- Assists in preparation and representation on legal cases
- Prepares reports and other documents as needed
- Operates motor vehicle in the performance of duties
- Provides effective leadership to accomplish the administrative objectives of the City Manager and the policy goals of the City Council
- Conducts regular performance evaluations of personnel, giving frequent and specific feedback about personnel performance; holding employee accountable for doing their jobs and celebrating accomplishments and successes
- Delivers responsive and effective internal and external customer service while solving problems and proactively creating sustainable solutions to issues
- Conducts duties, responsibilities, tasks and assignments with a constructive, cooperative, positive, professional attitude and demeanor
- Supports the City's mission, goals, policies and objectives
- Supports the City's corporate values of: openness and honesty; integrity and ethics; accountability; outstanding customer service; teamwork; excellence; and fiscal and environmental responsibility
- Performs other related duties as required

**CLASSIFICATION:**

The position is exempt from coverage under the Fair Labor Standards Act (FLSA) regulations.

**QUALIFICATIONS:**

This position requires:

Knowledge of: Engineering principles and practices and applicable scientific fields relating to professional practice of engineering and construction practices; considerable knowledge of management and administration, including the principles and practices of effective supervision, training and performance evaluation; knowledge of funding regulations from Federal, State, County and other sources; comprehensive knowledge of

State Vehicle Code; knowledge of other Federal, State, County, and local traffic regulations, enforcement, and transportation control systems, Brown Act rules and regulations governing public agency meetings.

Ability to: Plan, organize and direct large and complex engineering projects; present ideas clearly and concisely, orally and in writing; analyze and administer projects; develop, train, and supervise staff; establish and maintain effective working relationships.

Education and Experience: Bachelor of Science degree in Civil Engineering, Traffic Engineering, or a closely-related field; registration with the State of California as a Civil Engineer; registration as a Traffic Engineer is highly desirable. A minimum of four years of progressively responsible traffic engineering experience, including at least one year in a supervisory capacity, is required.

Other: Possession of valid Class "C" California Driver License is a condition of employment for those appointed to this class.

In addition, this position requires computer literacy with knowledge in the use of Microsoft Office; the ability to communicate using email programs; and an understanding of and adherence to City policies for information technology.

The position's expected competencies are sound decision-making skills; critical thinking ability; problem solving and innovation skills; drive for results; analytic skills; interpersonal, customer service and diplomatic skills; and ethical conduct.

The position requires meeting the physical employment standards for the job classification.

**PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Work is performed mostly in office settings; driving to locations and some outdoor work is required; hand-eye coordination is necessary to operate drafting instruments, computers and various pieces of office equipment.

**HISTORY:**

Approved by: Resolution No. CC-0306-59, June 17, 2003  
Resolution No. CC-0407-68, July 6, 2004



# Administrative Report

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H.13., File # 22-4161

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

## **TITLE**

APPROVE PLANS AND SPECIFICATIONS FOR THE TORRANCE BOULEVARD RESURFACING PROJECT FROM TORRANCE CIRCLE TO PROSPECT AVENUE, JOB NO. 41230 AND THE TORRANCE BOULEVARD & FRANCISCA AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT, JOB NO. 41070, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECTS FOR COMPETITIVE BIDS

## **EXECUTIVE SUMMARY**

The Torrance Boulevard Resurfacing Project from Torrance Circle to Prospect Avenue, Job No. 41230 and the Torrance Boulevard & Francisca Avenue Traffic Signal Modification Project, Job No. 41070, are continuing projects included in the adopted Capital Improvement Program. The plans and specifications for the projects are now ready for City Council approval and authorization for competitive bidding.

The projects will resurface and rehabilitate Torrance Boulevard from the west City limit to the East City limit (approximately 250-feet east of Prospect Avenue). Access ramps, curbs and gutters, and sidewalk will be repaired as necessary. Bicycle lanes will be implemented along the corridor. Median, curb and traffic signal upgrades at Torrance Blvd. and Catalina Ave. will be installed to accommodate Class II lanes and will complete the route to connect cyclists from the east to west City limits. The project will also upgrade the traffic signal at the intersection of Torrance Blvd. and Francisca Ave., to meet current standards.

The Engineering construction cost estimate for the two projects is \$2.4 million and has increased by approximately \$400,000 in recent months. \$1,907,133 is currently available in the CIP for construction of the projects and additional funding will be recommended as part of the proposed FY 2022-23 capital budget to cover the increase. Staff anticipates advertising the projects together in early June and expects to present a construction contract for award in August. Construction would then begin in September and require approximately six months to complete.

## **BACKGROUND**

On July 7, 2020, the City Council authorized a professional services agreement with Onward Engineering in the amount of \$119,756 for the term July 7, 2020 to July 6, 2022 to provide design engineering services related to the Torrance Boulevard Resurfacing Project from PCH to Prospect Avenue.

On February 16, 2021, the City Council adopted a resolution modifying the FY 2020-21 Operating Budget and approved Decision Package #6 to expand the project limits from Torrance Circle to Prospect Avenue and appropriated \$100,000 in additional Proposition C Funds to the Project.

On March 16, 2021, City Council approved an agreement with KOA that served to complete the outstanding items from a previous November 2018 contract which specified traffic engineering design services that included the Torrance Boulevard and Francisca Avenue Traffic Signal design.

On March 16, 2021, City Council also approved the first amendment to Onward Engineering for additional engineering services to expand the Project limits to include the portion of Torrance Boulevard west of PCH including Torrance Circle. The First Amendment to the agreement increased the contract by \$52,572 to a new not to exceed amount of \$172,328. The expanded scope included additional coordination with Caltrans and traffic signal design at the intersection at Catalina Ave.

There was potential overlap of the Torrance Blvd. Resurfacing Project and the Torrance/Francisca Signal Project. Staff determined that bundling the two projects could save procurement time, achieve economies of scale, and minimize contractor conflicts created when more than one project is being completed within the same area. Therefore, the decision was made to combine the projects for construction.

The most recent engineering construction cost estimate for the combined projects is \$2.4 million and has increased by approximately \$400,000 in recent months. As noted above, \$1,907,133 is currently available for construction of the projects and additional funding will be recommended as part of the proposed FY 2022-23 capital budget to cover the full cost. An additional appropriation for the projects will be recommended as part of the proposed FY 2022-23 CIP and, if approved, will be available at the time of construction contract award. Staff anticipates advertising the combined Project by June 2022 and awarding the in August.

Plans and specifications for the combined project have been prepared and are now ready to be advertised for competitive bids. The Plans and Specifications are available for review in the Plans and Specifications Review Area located behind the Engineering permit counter at City Hall.

**COORDINATION**

The development of project plans and specifications was coordinated by the Public Works Department, Engineering Division. The Community Development Department has determined the project to be Categorically Exempt under 15301(c) of the CEQA Guidelines and will be filing a Notice of Exemption with the County Recorder’s Office upon Project approval.

**FISCAL IMPACT**

<u>Funding</u>		<u>Expenditures</u>	
CIP Job No. 41230			
Proposition C (current FY)	\$ 1,907,133	Design	\$ 192,328
Additional Proposition C (Proposed FY 22- 23)	\$ 300,000	Construction Estimate	\$ 2,384,430

Additional SB 1-Gas Tax (Proposed FY 22-23)	\$ 700,000	Const. Mgmt./Inspection	\$ 238,443
CIP Job No. 41070- Prop C	\$ 249,714	Project Mgmt.	\$ 304,003
CIP Job No. 50150- Wastewater	\$ 200,800	Contingency	\$ 238,443
<b>Total</b>	<b>\$ 3,357,647</b>	<b>Total</b>	<b>\$ 3,357,647</b>

**APPROVED BY:**

*Mike Witzansky, City Manager*



# Administrative Report

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H.13., File # 22-4161

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

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<b>Total</b>	<b>\$ 3,357,647</b>	<b>Total</b>	<b>\$ 3,357,647</b>

**APPROVED BY:**

*Mike Witzansky, City Manager*



# Administrative Report

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H.14., File # 22-4109

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

## **TITLE**

APPROVE PURCHASE ORDERS WITH PERFORMANCE MARINE AND KING HARBOR MARINE CENTER FOR THE REFURBISHMENT OF HARBOR PATROL VESSEL UNIT 801 FOR A TOTAL COST OF \$57,909.24

## **EXECUTIVE SUMMARY**

Harbor Patrol Vessel Unit 801 is scheduled for replacement. Given the significant rising costs of industry equipment and the lead time required to procure and build a new vessel, the Fire Department, having consulted with Public Works, is recommending extending the life of the vessel through the completion of refurbishment work. Specifically, the extension will be enabled by replacing the vessel's two engines and conducting additional boat maintenance. The vessel is used frequently by the Harbor Patrol Division to offer assistance and emergency response to boaters in and around the harbor. Completion of the work will extend the vessel's life-span by approximately 4 years. The purchase order (see attached) with Performance Marine for the two replacement engines totals \$41,289.96. The purchase orders (see attached) with King Harbor Marine Center for installation of the engines and the additional boat rehabilitation work total \$16,619.28.

## **BACKGROUND**

The Fire Department is proposing extending the life of Harbor Patrol Vessel Unit 801, by approximately 4 years through the completion of necessary maintenance and repair work. The vessel, a 2004 Crystalliner boat, is used frequently by the Harbor Patrol Division of the Fire Department to patrol the harbor, and the surrounding ocean areas near Redondo Beach. The core of the required work involves replacing the vessel's two engines. The total proposed cost is \$57,909.24. The vessel is scheduled for replacement, but given the rising costs of boat equipment and the lead-time to procure and build a new vessel the Fire Department is recommending rehabilitation of the existing boat.

On February 21, 2017, the City Council approved a similar refurbishment of the same unit and the life-span was extended as projected for an additional 5 years. It is the recommendation of the Fire Department, and specialized vendors, that the proposed maintenance will allow the vessel to be fully operational for an additional 4 years.

The Public Works Department needs approval of purchase orders with two local firms to repair the vessel. Repair of special equipment, such as the Harbor Patrol boat, are typically outsourced to technical vendors. The repair is classified as a sole source purchase as there is a limited number of

vendors within a practical geographic distance, that can perform the necessary work. Due to the proximity of the proposed vendors it is not necessary to incur costly towing fees that would be needed to obtain formal quotes, from vendors in the marine repair centers of Marina Del Rey or Newport Beach. Conducting the work locally will also limit the time the vessel is out of water and out of service for the Fire Department Harbor Patrol Division.

**COORDINATION**

The Public Works Department coordinated this report with the Fire Department and Waterfront & Economic Development Department (WED).

**FISCAL IMPACT**

The total cost of the purchase orders for the replacement engines and rehabilitation work is \$57,909.24. Funding will be provided by the Fire, Public Works and Waterfront and Economic Development Department operating budgets.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Performance Marine Quote
- King Harbor Marine Center Quotes



# Administrative Report

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H.14., File # 22-4109

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

## **TITLE**

APPROVE PURCHASE ORDERS WITH PERFORMANCE MARINE AND KING HARBOR MARINE CENTER FOR THE REFURBISHMENT OF HARBOR PATROL VESSEL UNIT 801 FOR A TOTAL COST OF \$57,909.24

## **EXECUTIVE SUMMARY**

Harbor Patrol Vessel Unit 801 is scheduled for replacement. Given the significant rising costs of industry equipment and the lead time required to procure and build a new vessel, the Fire Department, having consulted with Public Works, is recommending extending the life of the vessel through the completion of refurbishment work. Specifically, the extension will be enabled by replacing the vessel's two engines and conducting additional boat maintenance. The vessel is used frequently by the Harbor Patrol Division to offer assistance and emergency response to boaters in and around the harbor. Completion of the work will extend the vessel's life-span by approximately 4 years. The purchase order (see attached) with Performance Marine for the two replacement engines totals \$41,289.96. The purchase orders (see attached) with King Harbor Marine Center for installation of the engines and the additional boat rehabilitation work total \$16,619.28.

## **BACKGROUND**

The Fire Department is proposing extending the life of Harbor Patrol Vessel Unit 801, by approximately 4 years through the completion of necessary maintenance and repair work. The vessel, a 2004 Crystalliner boat, is used frequently by the Harbor Patrol Division of the Fire Department to patrol the harbor, and the surrounding ocean areas near Redondo Beach. The core of the required work involves replacing the vessel's two engines. The total proposed cost is \$57,909.24. The vessel is scheduled for replacement, but given the rising costs of boat equipment and the lead-time to procure and build a new vessel the Fire Department is recommending rehabilitation of the existing boat.

On February 21, 2017, the City Council approved a similar refurbishment of the same unit and the life-span was extended as projected for an additional 5 years. It is the recommendation of the Fire Department, and specialized vendors, that the proposed maintenance will allow the vessel to be fully operational for an additional 4 years.

The Public Works Department needs approval of purchase orders with two local firms to repair the vessel. Repair of special equipment, such as the Harbor Patrol boat, are typically outsourced to technical vendors. The repair is classified as a sole source purchase as there is a limited number of

vendors within a practical geographic distance, that can perform the necessary work. Due to the proximity of the proposed vendors it is not necessary to incur costly towing fees that would be needed to obtain formal quotes, from vendors in the marine repair centers of Marina Del Rey or Newport Beach. Conducting the work locally will also limit the time the vessel is out of water and out of service for the Fire Department Harbor Patrol Division.

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The Public Works Department coordinated this report with the Fire Department and Waterfront & Economic Development Department (WED).

**FISCAL IMPACT**

The total cost of the purchase orders for the replacement engines and rehabilitation work is \$57,909.24. Funding will be provided by the Fire, Public Works and Waterfront and Economic Development Department operating budgets.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Performance Marine Quote
- King Harbor Marine Center Quotes

Please Make Check  
Payable To:

Chris Brown's  
Performance Marine  
30262 Crown Valley Pkwy,  
Unit B-530

Laguna Niguel Ca. 92677

949-279-7378 chrisbrown131@gmail.com chris@marinetuningandservice.com

MARINE SERVICE ORDER

QTY.	PART NO. AND DESCRIPTION	AMOUNT
2	NEW - NON CAT 6.0 LITRE OVERHAUL - ENGINES W/ RETURNLESS FUEL PUMP WATER SYSTEM W/ 2:1 BSA TRANS.	35964-
2	WOOD CARE FEE	500-
TOTAL PARTS		36464-

APPROV. - LEON TIME 12-14 WEEKS

APPROV. - FREDRICK

DATE RECEIVED: 1-14-22

CITY OF REDONDO BEACH, CALIFORNIA

STATE: CA

ZIP: 92677

DATE COMPLETED: \_\_\_\_\_

PERFORMED BY: \_\_\_\_\_

ESTIMATE NO. \_\_\_\_\_

WARRANTY ESTIMATE

RETAIL / INTERNAL

STORAGE

AMOUNT

TOTAL LABOR: —

TOTAL PARTS: 36,464-

OUTSIDE REPAIRS: —

LAUNCH / DELIVER: —

MAKE-OUT / PICK-UP: —

FREIGHT: 2000-

SUB-TOTAL: 38,464-

TAX: 2825.96

GAS: —

TOTAL: 41,289.96

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate this unit without restriction on any waterway or elsewhere for purposes of testing, inspection, or delivery at my risk. An express mechanic's lien is acknowledged on above unit to secure the amount of repairs hereon. It is also understood that you will not be held responsible for loss or damage to the unit for accidents, theft or with the unit in case of fire, theft, accident, inclement weather conditions or any other cause beyond your control.

AUTHORIZED BY: \_\_\_\_\_

**KING HARBOR MARINE CENTER**

831 N. HARBOR DRIVE, REDONDO BEACH, CA 90277

TEL: (310) 374-8923

FAX: (310) 374-8560

RF: \_\_\_\_\_ DATE: 1-24-22

Name of Vessel: \_\_\_\_\_ Length: 29' Draft: \_\_\_\_\_

Type Hull: Crystalline # 801

Owner's Name: City of Redondo Beach

Bus Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Res Phone: \_\_\_\_\_

City: \_\_\_\_\_

Landing: \_\_\_\_\_ Slip: \_\_\_\_\_

Date & time of Haul Out: \_\_\_\_\_

Firm ( ) Estimate ( )

Item No.	Work to be Performed	Labor	Material	OSL
1	Haul ( )	\$	\$	\$
2	Scrub ( )	\$	\$	\$
3	Paint Bottom ( ) Type of Paint	\$	\$	\$
	Discount and Renewal Part	\$ 300.00	\$	\$ opens
	9 SH6 Pegs	\$	\$	\$
		\$	\$	\$
	Discount and Renewal Part @ SH6	\$ 1200.00	\$ 40.00	\$
	Puddles and Repairs Bubbles	\$	\$	\$
		\$	\$	\$
	Discount Composites, Shifts and	\$ 1200.00	\$ 940.00	\$ opens
	Remove For O.S.S. Install.	\$	\$	\$
	New Repairs Shift Seals	\$	\$	\$
	Part @ SH6	\$	\$	\$
	Replace P/S Strait Bearings	\$ 600.00	\$ 372.42	\$
	labor =	3,300.00	\$	\$
	Materials =	1,352.42	\$	\$
	Tax	128.48	\$	\$
	O.S.S.	0000	\$	\$
	Sub total	4,780.90	plus 0.55	\$

Estimated by: \_\_\_\_\_ Accepted by: \_\_\_\_\_

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may create above vessel for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged above vessel to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vessel articles left in case of fire, theft, accident or any other cause beyond your control. In the event the account is referred to an attorney or suit is instituted to enforce collection, I agree to pay attorney's fees.

**KING HARBOR MARINE CENTER**

**831 N. HARBOR DRIVE, REDONDO BEACH, CA 90277**

**TEL: (310) 374-8923**

**FAX: (310) 374-8560**

#CF \_\_\_\_\_ DATE: 1-24-22

Name of Vessel: \_\_\_\_\_ Length: 29' Draft: \_\_\_\_\_

Type Hull: Coyote Line # 801

Owner's Name: City of Redondo Beach Bus Phone: \_\_\_\_\_

Address: Harbor Patrol Res Phone: \_\_\_\_\_

City: \_\_\_\_\_ Landing: \_\_\_\_\_ Slip: \_\_\_\_\_

Date & time of Haul Out: \_\_\_\_\_ Firm ( ) Estimate ( )

Item No.	Work to be Performed	Labor	Material	OSL
1	Haul ( )	\$	\$	\$
2	Scrub ( )	\$	\$	\$
3	Paint Bottom ( ) Type of Paint	\$	\$	\$
	Discount and Remove Port	\$	\$	\$
	Engine; Install New Motor	\$4800.00	\$	\$
	and Transmission & Supplied	\$	\$	\$
	by City	\$	\$	\$
	Misc Material	\$	\$50.00	\$
	Labor: 4800.00	\$	\$	\$
	Material: 50.00	\$	\$	\$
	Tax: 475	\$	\$	\$
	TOTAL: 4854.75	\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

Estimated by:  Accepted by: \_\_\_\_\_

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vessel for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged above vessel to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vessel articles left in case of fire, theft, accident or any other cause beyond your control. In the event the account is referred an attorney or suit is instituted to enforce collection, I agree to pay attorney's fees.

**KING HARBOR MARINE CENTER**

**831 N. HARBOR DRIVE, REDONDO BEACH, CA 90277**

**TEL: (310) 374-8923**

**FAX: (310) 374-8560**

#CF \_\_\_\_\_ DATE: 12/28/21

Name of Vessel: \_\_\_\_\_ Length: 29' Draft: \_\_\_\_\_

Type Hull: Cryсталine # 801

Owner's Name: City of Redondo Beach

Bus Phone: \_\_\_\_\_

Address: Harbor Patrol

Res Phone: \_\_\_\_\_

City: \_\_\_\_\_

Landing: \_\_\_\_\_ Slip: \_\_\_\_\_

Date & time of Haul Out: \_\_\_\_\_

Firm ( ) Estimate. ( )

Item No.	Work to be Performed	Labor	Material	OSL
1	Haul (N)	\$ 325.72	\$	\$
2	Scrub (N)	\$ 207.86	\$	\$
3	Paint Bottom (N) Type of Paint (2) Coats	\$ 451.55	\$ 760.00	\$
	Summary	\$	\$	\$
	HMC = 325.72	\$	\$	\$
	Labor = 854.41	\$	\$	\$
	Material = 760.00	\$	\$	\$
	Tax 72.20	\$	\$	\$
	Toxic Waste 116.00	\$	\$	\$
	Total 2,128.33	\$	\$	\$
		\$	\$	\$
	Note: Bottom will be inspected	\$	\$	\$
	at haul-out Times And Ounc	\$	\$	\$
	Advised	\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

Estimated by:  Accepted by: \_\_\_\_\_

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Type Hull: Caystalgus # 801

Owner's Name: City of Redondo Beach

Bus Phone: \_\_\_\_\_

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Res Phone: \_\_\_\_\_

City: \_\_\_\_\_

Landing: \_\_\_\_\_ Slip: \_\_\_\_\_

Date & time of Haul Out: \_\_\_\_\_

Firm ( ) Estimate. ( )

Item No.	Work to be Performed	Labor	Material	OSL
1	Haul ( )	\$	\$	\$
2	Scrub ( )	\$	\$	\$
3	Paint Bottom ( ) Type of Paint	\$	\$	\$
	Discoat And Remove S/b	\$	\$	\$
	ENGINE; Install New Motor	\$	\$	\$
	AND TRANS NUBS ( Supplied by	\$4800.00	\$	\$
	City.	\$	\$	\$
	Misc Material	\$	\$ 50.00	\$
	Labor = 4,300.00	\$	\$	\$
	Material 52.00	\$	\$	\$
	Tax 475	\$	\$	\$
	TOTAL 4,854.75	\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

d or Estimated by: \_\_\_\_\_ Accepted by: \_\_\_\_\_

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# Administrative Report

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H.15., File # 22-4196

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**

**From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR**

## **TITLE**

APPROVE THE SUBMITTAL OF A LETTER TO THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS IN SUPPORT OF THE SOUTH BAY REGIONAL HOUSING TRUST LEGISLATION AND BUDGET REQUEST

## **EXECUTIVE SUMMARY**

On April 28, 2022 the South Bay Cities Council of Governments (SBCCOG) issued a letter to South Bay Mayors and Council Members requesting that member cities support the proposed formation of a South Bay Regional Housing Trust and a state budget request for Trust seed funding. Staff recommends approval of a supporting letter (see attached). However, it should be noted that the letter states that the City supports joining the South Bay Regional Housing Trust in concept only, as the details of the legislation and the final structure and requirements of the Trust are still unknown.

## **BACKGROUND**

On April 28, 2022, SBCCOG provided a letter to South Bay Mayors and City Council Members (attached) to inform them that at their April 11, 2022 meeting the SBCCOG Board of Directors met to discuss the potential creation of a South Bay Regional Housing Trust. The SBRHT would provide loans to facilitate the construction of affordable housing in participating cities.

The SBCCOG Board approved a motion supporting the request for legislation to form the South Bay Regional Housing Trust and the request for seed funding from the state budget. The SBCCOG is asking member cities for letters of support. They have provided slides (attached) explaining what the housing trust would entail, where trusts have been developed elsewhere, the implementation steps for creating a trust, and what the SBCCOG is requesting in the letters of support.

This agenda item is for the approval of a letter in support of the formation of the South Bay Regional Housing Trust, in concept only, and a state budget request for seed funding. The SBCCOG has requested that the support letter be submitted by May 25, 2022 so legislation can be prepared. The formal decision to join the Trust would come at a later date, after details of the legislation, the Trust framework and the requirements associated with state funding are fully developed and better understood.

## **COORDINATION**

The report and the draft letter have been coordinated with the Community Development Department and the City Manager's Office.

**FISCAL IMPACT**

Funds for the preparation of the report and draft letter are within the annual budgets of the Community Development Department and the City Manager's Office.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- South Bay Cities Council of Governments Informative Slides on South Bay Regional Housing Trust
- South Bay Cities Council of Governments Letter Dated April 28, 2022
- Draft Redondo Beach Letter Supporting South Bay Regional Housing Trust Dated May 17, 2022



# Administrative Report

---

H.15., File # 22-4196

Meeting Date: 5/17/2022

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**APPROVED BY:**

*Mike Witzansky, City Manager*

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- South Bay Cities Council of Governments Letter Dated April 28, 2022
- Draft Redondo Beach Letter Supporting South Bay Regional Housing Trust Dated May 17, 2022

# Exploring the Creation of a South Bay Regional Housing Trust

## What is a regional housing trust?



It's a voluntary multi-jurisdictional joint powers authority (JPA) that provides local officials a way to fashion affordable housing strategies tailored to the community's unique needs, conditions, and political culture



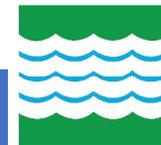
Could be used for new construction, preservation/rehabilitation of existing affordable housing, homeless housing services, and more, to provide an opportunity to meet RHNA requirements



Access federal/state budget funding (earmarks) and grants



No projects would be funded by the trust that have not been approved by the city first



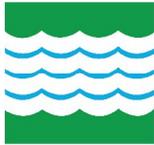
**SOUTH BAY CITIES**  
COUNCIL OF GOVERNMENTS

# Examples of other California regional housing trust JPAs

Orange County  
(24 city members)

San Gabriel Valley  
(22 city members)

San Mateo County  
(20 city members)



# Implementation Steps

## Support State legislation and budget request

- Legislation to form the JPA is being evaluated
- \$50M state budget request to seed the trust is being considered
- San Gabriel Valley received \$20M in FY21-22 and is expected to request \$100M in FY22-23



Provide indication of initial city interest in participating (not a commitment)



Draft JPA documents, by-laws, and other administrative documents



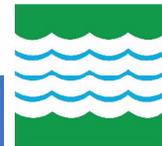
Request final commitment on participation from cities after evaluation and due diligence



**SOUTH BAY CITIES**  
COUNCIL OF GOVERNMENTS

# What is Today's Request?

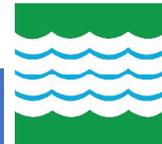
- Support in concept for legislation to form the JPA
- Support the request for state budget funding
- Indicate whether your city would consider joining a regional housing trust, understanding there is no commitment to participation at this time



# Questions?

## Contacts

- SBCCOG Board Member & Hermosa Beach Councilmember Stacey Armato: [sarmato@hermosabeach.gov](mailto:sarmato@hermosabeach.gov)
- SBCCOG Staff:
  - Jacki Bacharach, Executive Director: [jacki@southbaycities.org](mailto:jacki@southbaycities.org)
  - David Leger: [davidl@southbaycities.org](mailto:davidl@southbaycities.org)



**SOUTH BAY CITIES**  
COUNCIL OF GOVERNMENTS



April 28, 2022

To: South Bay Mayors & Council Members

Re: South Bay Regional Housing Trust Legislation update

Dear South Bay Mayor and Council Members:

The SBCCOG Board of Directors held a special meeting on April 11<sup>th</sup> to discuss the potential creation of a South Bay Regional Housing Trust which would provide loans to facilitate the construction of affordable housing in participating cities. **With this letter, we are asking you to support proposed formation legislation (attached) in concept as well as to support a state budget request for seed funding. Further, the legislators would like an indication – without a commitment – of whether your city would be interested in being a charter member of the regional housing trust should it be created.**

The requests for support are a result of the Board’s action at the special meeting, where the SBCCOG Board approved a motion to move forward in the following ways:

- Support requesting legislation to form a South Bay Regional Housing Trust
- Support requesting seed funding from the state budget
- Direct Board Members to return to their respective city councils to find out if their city is interested in being a charter member of a regional housing trust should it be created
- Form a subcommittee of the Board to work on bylaws and Joint Powers Authority (JPA) documents
- Follow-up:
  - Cities will submit letters to the SBCCOG as soon as possible informing of their city’s intention to participate
  - Board Member & Hermosa Beach Councilmember Stacey Armato will present to city councils as requested to answer questions and explain the trust in further detail

Following the Board’s direction, we, along with SBCCOG staff, met with staff from Senator Ben Allen’s and Assembly Member Al Muratsuchi’s offices to discuss housing trust formation legislation and a budget request. Both offices indicated their support for the concept; their intention to identify legislative avenues that could be pursued to create a South Bay Regional Housing Trust; and explore funding opportunities in the state budget.

LOCAL GOVERNMENTS IN ACTION

Although legislation has not yet been introduced, we are asking your city to support the proposed legislation in concept, as well as support seed funding from the state budget. Attached is a draft of what the legislation might look like when introduced. It was modeled after other housing trust formation bills which have previously been approved by the Legislature. When legislation has been introduced and has a bill number, we will ask you for formal support of the bill. At this time, we are not asking for your commitment to join a regional housing trust, but would like to know if you think your city will become a charter member of the trust if it is created.

Other subregions in Los Angeles County have already created or are in the process of creating regional housing trusts and received state earmarks. We feel that this is a good time for the South Bay to take advantage of the support in Sacramento to request funding specifically for cities in our subregion to begin addressing their affordable housing needs.

Should you have any questions, please feel free to contact SBCCOG Senior Project Manager, David Leger at [DavidL@southbaycities.org](mailto:DavidL@southbaycities.org) or (310) 371-7222. **Please email letters of support to David by May 25<sup>th</sup>, 2022.**

Sincerely,



Drew Boyles  
Chair, SBCCOG Board of Directors  
Mayor, City of El Segundo



Stacey Armato  
SBCCOG Legislative Committee Chair  
Council Member, City of Hermosa Beach

Attachment: Draft legislation

CC: City Manager and Community Development Director

**Senate Bill No. XXX****CHAPTER 670**

**An act to add Section 6539.6 to the Government Code, relating to joint powers.**

**SB XXX, (Senator).** Joint powers authorities: South Bay Regional Housing Trust.

The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. That act specifically authorizes the creation of the Orange County Housing Finance Trust, a joint powers authority, for the purposes of funding housing specifically assisting the homeless population and persons and families of extremely low, very low, and low income within the County of Orange, as specified.

This bill would similarly authorize the creation of the South Bay Regional Housing Trust, a joint powers authority, by the County of Los Angeles and any or all of the cities within the jurisdiction of the South Bay Cities Council of Governments, with the stated purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within the South Bay. The bill would authorize the South Bay Regional Housing Trust to fund the planning and construction of housing, receive public and private financing and funds, and authorize and issue bonds. The bill would require that the joint powers agreement establishing the South Bay Regional Housing Trust incorporate specified annual financial reporting and auditing requirements.

This bill would make legislative findings and declarations as to the necessity of a special statute for the South Bay Cities region of Los Angeles County.

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*The people of the State of California do enact as follows:*

**SECTION 1.** The Legislature finds and declares the following:

(a) California has an affordable housing crisis, which is especially acute in the South Bay Cities region of Los Angeles County due to the high cost of housing in that area, even in formerly affordable communities.

(b) The establishment of the South Bay Regional Housing Trust to receive available public and private funds could help finance affordable housing projects for homeless and low-income populations.

**SEC. 2. Section 6539.6** is added to the Government Code, to read:

**6539.6.** (a) (1) Notwithstanding any other law, the County of Los Angeles and any or all of the cities within the jurisdiction of the South Bay Cities Council of Governments may enter into a joint powers agreement pursuant to this chapter to create and operate a joint powers agency to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, within the South Bay Cities region.

(2) The joint powers agency created pursuant to this section shall be known as the South Bay Regional Housing Trust, and shall be created and operate in accordance with this section.

(b) (1) The South Bay Regional Housing Trust shall be governed by a board of directors, consisting of an appropriate number of directors to be determined by the governing board of the South Bay Cities Council of Governments.

(2) (A) The board of directors shall be appointed by the governing board of the South Bay Cities Council of Governments and shall include Mayors, Council Members, or County of Los Angeles Supervisors that represent either of the following:

(i) A city that is a party to the joint powers agreement.

(ii) A County of Los Angeles board of supervisor district that is located wholly or partially within the territory of the South Bay Cities Council of Governments, if the county is a party to the joint powers agreement.

(B) Two members of the board of directors shall be experts in homeless or housing policy.

(3) The board of directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each calendar year.

(4) (A) Members of the board of directors shall serve without compensation.

(B) Members of the board of directors may be reimbursed for actual expenses subject to the approval of the governing board of the South Bay Regional Sustainable Housing Trust. Actual expenses shall be approved before they are incurred.

(5) If a vacancy occurs on the board of directors, the governing board of the South Bay Cities Council of Governments shall appoint a qualified individual to fill the vacancy within 60 days of the vacancy.

(c) Notwithstanding any other law, the South Bay Regional Housing Trust may do any of the following:

(1) Fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing.

(2) Receive public and private financing and funds.

(3) Authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the South Bay Regional Housing Trust.

(d) The South Bay Regional Housing Trust shall incorporate into its joint powers agreement annual financial reporting and auditing requirements that shall maximize transparency and public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the South Bay Regional Housing Trust.

(e) The South Bay Regional Housing Trust shall comply with the regulatory guidelines of each specific state funding source received.

**SEC. 3.** The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances, described in Section 1 of this act, in the South Bay Cities region of Los Angeles County.



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May 17, 2022

The Honorable Drew Boyles, Board Chair and  
Members of the Board  
South Bay Cities Council of Governments  
2355 Crenshaw Blvd., Suite 125  
Torrance, CA 90501

Re: Support for South Bay Regional Housing Trust Legislation and Budget Request

Dear Chair Boyles and Members of the Board:

On behalf of the City of Redondo Beach, I offer our support in concept for legislation requested by the South Bay Cities Council of Governments' (SBCCOG) Board of Directors that would create a South Bay Regional Housing Trust. Our City is also supportive of the budget request for seed funding.

Residents throughout the State face an unprecedented housing affordability crisis. Our City intends to work with the SBCCOG as it further explores the feasibility of a regional housing trust that could facilitate the development of affordable housing in participating South Bay cities.

This letter was reviewed and approved by the Redondo Beach City Council at their May 17, 2022 public meeting. We look forward to the final bill language as we further explore the possibility of joining the South Bay Regional Housing Trust should it be created.

Sincerely,

Mayor William Brand  
City of Redondo Beach

Cc: Redondo Beach City Council Members  
Mike Witzansky, City Manager  
Brandy Forbes, Community Development Director



# Administrative Report

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H.16., File # 22-4200

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL

**From:** MICHAEL W. WEBB, CITY ATTORNEY JOY ABAQUIN, QUALITY OF LIFE PROSECUTOR

## **TITLE**

APPROVE THE AGREEMENT WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC., FOR THE CITY TO PROVIDE WORK EXPERIENCE TRAINING TO AN EMPLOYEE OF THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. FOR THE TERM OF MAY 25, 2022 UNTIL OCTOBER 31, 2023.

## **EXECUTIVE SUMMARY**

The Enhanced Response to Homelessness Program strives to take down obstacles to obtaining permanent housing. The City has an opportunity to provide a person experiencing homelessness job training and experience through the South Bay Workforce Investment Board, Inc.'s Paid Work Experience Program. In addition to the program's homeless court, pallet shelter, bridge housing, Homeless Housing Navigator, and various amendments to the Municipal Code, this program would help a person experiencing homelessness earn income and develop skills to find sustainable employment in the future.

## **BACKGROUND**

The South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) is a 501(c)(3), non-profit corporation, that administers employment and training programs. The SBWIB, Inc. promotes an innovative workforce development system that supports job retention and creation, and accelerates economic growth in the South Bay region.

Upon approval of this agreement, SBWIB, Inc. will recommend participants who are experiencing homelessness to receive work experience in the City of Redondo Beach. The City will interview the recommended participants and choose a person who has experienced homelessness in Redondo Beach and is known to the City's Homeless Housing Navigator as someone who is ready to start learning employment skills.

## **COORDINATION**

The City Attorney's Office coordinated with the South Bay Workforce Investment Board, Inc. to execute this agreement.

**FISCAL IMPACT**

As an employee of the South Bay Workforce Investment Board, Inc., the participant's salary will be paid by the South Bay Workforce Investment Board, Inc. There will be no fiscal impact on the City. Staff time will be required to train and supervise the participant, and the participant will provide job duties that will assist the City.

**ATTACHMENTS**

- Agreement with South Bay Workforce Investment Board, Inc. (signature page to be blue foldered)
- South Bay One-Stop Business & Career Centers - Supervisor Handbook



# Administrative Report

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H.16., File # 22-4200

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**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.  
WIOA PAID WORK EXPERIENCE PROGRAM  
WORKSITE AGENCY AGREEMENT NO. 21-WXXX**

This document constitutes a non-financial agreement between the South Bay Workforce Investment Board, Inc., on behalf of the City of Inglewood, and hereinafter referred to as “SBWIB, INC.” and the **City of Redondo Beach**, hereinafter referred to as Worksite Agency. This Agreement, when executed, shall be in effect from the date of signature to **October 31, 2023**. The participant is an employee of SBWIB, INC.

The Worksite Agency, agrees to do the following:

1. Provide work experience training for participants, based on Exhibit A, Slot Request Form. If the Worksite determines that a change of job duties is necessary, the SBWIB, INC. must be contacted for approval.
2. Provide a safe, healthy work environment for all participants.
3. Ensure that time and attendance records will be kept by the Worksite Supervisors, and will reflect the actual time worked. The absence and tardiness policies as outlined in the Worksite Supervisors Handbook will be enforced. The standard Work Experience Time Sheet will be used for participants to record time and attendance. Participants shall sign in when reporting to work and sign out at the completion of the specified hours as described in the Slot Request Form (see Exhibit A). In no case will a participant be allowed to sign in and out simultaneously; nor will they be paid for recreational activities or time not worked.
4. Provide sufficient work, equipment and materials. *SBWIB, Inc. will provide equipment, if needed, for the Virtual Learning Ambassador Program.*
5. Ensure that participants will not be placed at Worksites dealing with the maintenance or upkeep of religious institutions or where religious activities are conducted at anytime. Instruction and participation in religious activities are also prohibited.
6. Ensure that participants do not engage in political, union, religious or fundraising activities during work hours.
7. All Worksite supervisors are required to provide a Worksite Orientation to each participant. The purpose of the Orientation is to familiarize participant with their worksite and job duties; and the supervisor's expectations about their performance, attitude, conduct and appearance. Discussing other relevant information is encouraged.
8. Release participants for workshops, counseling and related activities as scheduled by SBWIB, INC.



General Aggregate:	\$2 million
Products /Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence:	\$1 million

**B. Automobile Liability**

If a Worksite Agency, in conducting activities under this Agreement, uses motor vehicles, the Worksite Agency is required to maintain an automobile insurance policy (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto.” Should Worksite Agency and its employees not use any motor vehicles to provide the services required under this agreement, Worksite Agency shall furnish to SBWIB, INC. on Worksite Agency’s letterhead, a letter stating *“Neither participant vehicles nor Company owned or operated vehicles will not be used to perform any of the services contemplated by the agreement between Worksite Agency and SBWIB, Inc.”*

**C. Endorsements on General Liability and Automobile Certificates must read:**

“The South Bay Workforce Investment Board, Inc., its Employees, Officers and Agents; the City of Inglewood, it Employees, Officers and Agents; and the County of Los Angeles, its Special Districts, its Officials, Officers and Employees are included as additional insured.”

**D. Workers Compensation and Employers’ Liability**

Worksite Agency is required to maintain and provide evidence of insurance providing workers compensation benefits for Worksite Agency employees, as required by the Labor Code of the State of California or by any other state, and for which sub-contractor is responsible. Such insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

Worksite Agency shall provide an original Certificate of Workers Compensation naming SBWIB, Inc. as certificate holder: (see below)

Worksite Agency shall not be responsible to provide workers compensation benefits for participants under this subcontract agreement. The parties hereto further agree and recognize that the participants assigned to Worksite Agency’s worksites are not employees of Worksite Agency and are not entitled to any benefits to which Worksite Agency employees are entitled, including, but not limited to, unemployment insurance, state disability, or health insurance. For such purposes, SBWIB, Inc. shall be the employer of record.

**E. Equivalent or Self-Insurance Coverage**

Notwithstanding the insurance required above, the SBWIB, INC., at its own option, may accept as an equivalent for any such coverage, evidence of an ongoing program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirement herein contained, shall be subject to approval of the Attorney for the SBWIB, INC.

SBWIB, INC. will:

1. Provide an Orientation to Worksite Supervisors and Alternates. The Orientation shall consist of program goals, regulations, policies and procedures; and will be conducted at the discretion of SBWIB, INC.
2. Determine the maximum number of hours each participant may work per day and during the overall program. Such hours will be indicated on the Slot Request Form (Attachment A).
3. Provide payroll services and Worker's Compensation Insurance for participants.
4. Monitor the worksites.
5. Initiate appropriate revisions to this Agreement, as necessary.

Termination:

This Agreement may be cancelled by either Party without cause upon ten (10) days written notice prior to the effective date of such termination, which shall be specified in the notice.

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IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first above written.

Dated this \_\_\_\_\_ day of May, 2022.

**WORKSITE AGENCY**

**SOUTH BAY WORKFORCE  
INVESTMENT BOARD, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

William C. Brand, Mayor  
Printed Name and Title

Jan Vogel, Chief Executive Officer  
Printed Name and Title

415 Diamond Street  
Address

11539 Hawthorne Blvd., 5<sup>th</sup> Floor  
Address

Redondo Beach, CA 90277  
City, State & Zip Code

Hawthorne, CA 90250-2353  
City, State & Zip Code

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Jack Ballas, Attorney-At-Law

APPROVED AS TO FORM:

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

## EXHIBIT “A” –SLOT REQUEST FORM

**Please provide a complete description of the duties, expectations, work hours and desired skills. This information is critical in order to match participants to your Worksite.**

Name of Organization: City of Redondo Beach

Primary Contact/Title: Joy Abaquin Phone: (310)372-1171 ext. 2080

Email: [joy.abaquin@redondo.org](mailto:joy.abaquin@redondo.org) Fax: (310)372-3886

Worksite Address: 415 Diamond Street, Redondo Beach, CA 90277

Worksite Supervisor Name: Joy Abaquin

Worksite Supervisor Title: Quality of Life Prosecutor

Phone No.: (310)372-1171 ext. 2080 Fax: (310)372-3886

Email: [joy.abaquin@redondo.org](mailto:joy.abaquin@redondo.org)

**Additional Locations for Position**

Worksite Address	Supervisor	Contact Phone	Total Positions Available

Position Title: Administrative Assistant Number of Position Available: 1

Work Schedule: Days: Monday to Thursday Hours: 36

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Dress Code: Professional Interview for Position: x Yes  No

Description of Duties: Performs secretarial duties including but not limited to typing correspondence; conducts research, assembles information, prepares reports, and correspondence, brief verbal instructions and/or notes; works with the public, answering questions; screens calls and correspondence for City Attorney; maintains appointment calendars, arranges meetings and conferences, and assembles and distributes appropriate materials; prepares agendas and minutes of meetings; and maintains files and records.

**Please list any automatic bars from hiring:**

Felony bench warrants; Registered sex offender or arsonist.



# South Bay One-Stop Business & Career Centers

## **SUPERVISOR HANDBOOK**

South Bay One-Stop Business and Career Centers  
Youth Services  
11539 Hawthorne Blvd., #500  
Hawthorne, CA 90250



America's **JobCenter**  
of California™

Sponsored by: South Bay Workforce Investment Board/South Bay Workforce Investment Board, Inc.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Dear Worksite Supervisor:

Welcome to the South Bay Youth Services (SBYS) Work Experience Program! As a Worksite Supervisor, you are in a unique position to provide direction and training for the youth in our community. Youth participation will enable young people the opportunity to develop positive work habits, attitudes and job readiness skills.

SBYS provides work-based training for youth and young adults between the ages of 14 and 24. Our goal is to encourage youth to learn about the world of work, remain in school, and develop career goal interests. Through this program, youth will have the opportunity to develop the skills necessary to meet their present and future employment needs.

This manual is a general guide to help you understand the important commitment your organization has made in relation to the youth participating in the work experience and the SBYS Work Experience Program. It also provides general information regarding processes and forms used in the operation of the program.

The SBYS Work Experience Program staff will provide you with further information and guidance and will remain available throughout the program to address any concerns or questions as they arise.

We appreciate your cooperation in connecting our youth to the valuable World of Work.

Sincerely,

Youth Programs  
(310) 680- 3700

**PROGRAM OVERVIEW**

South Bay One-Stop Business and Career Centers Youth Services is operated under the oversight of the City of Inglewood/South Bay Workforce Investment Board/South Bay Workforce Investment Board, Inc. through federal funding under the Workforce Innovation and Opportunity Act (WIOA). In order to receive WIOA employment and training services, youth and their family members must meet the following guidelines:

- Youth must be 14-24 years old and reside in the City of: Inglewood, Hawthorne, Lawndale, El Segundo, Carson, Gardena, Redondo Beach, Manhattan Beach, Lomita, Torrance or Hermosa Beach
- Meet income guidelines
- Provide the required documents

**PROGRAM GOALS**

The mission of the South Bay Workforce Investment Board/South Bay Workforce Investment Board, Inc., and South Bay One-Stop Business & Career Centers Youth Services (SBYS) is “**to provide collaborative employment services that exceed the expectations of workers, job seekers, and employers**”. The goals for the Work Experience/Internship Program are to assist youth as follows:

1. Build and refine a strong work foundation and employment competencies
2. Experience the discipline of work in order to develop a strong work ethic
3. Gain an appreciation of the connection between work and learning, which is critical to a long-term attachment to and success in a rapidly changing labor force

**PERSONAL ENRICHMENT TRAINING**

All youth are required to participate in a 20-30 hour Blueprint for Workplace Success pre-employment training that is designed to assist the youth in developing practical reading and computation skills as they are needed for work and life. Basic skill training includes all or part of the following skill areas.

<b><u>Life Skills</u></b>	<b><u>Workplace Skills</u></b>
<ol style="list-style-type: none"><li>1. Acquiring self confidence</li><li>2. Maintaining good interpersonal skills</li><li>3. Socially responsible behavior</li><li>4. Decision-making and self-management</li><li>5. Managing personal finances</li></ol>	<ol style="list-style-type: none"><li>1. Managing your time effectively</li><li>2. Effective communication</li><li>3. Responsibility and dependability</li><li>4. Meeting and exceeding expectation</li><li>5. Job seeking and job maintenance skills</li></ol>

## **TYPES OF WORKSITE ASSIGNMENTS**

There are a variety of different worksite assignments including Clerical Aide, Groundskeeper Aide, Library Aide, Maintenance Aide, Recreational Aide, Video Tech Aide, and Teacher's Aide. The job duties are outlined in the training plan, which should be developed for each youth. Youth are matched to a worksite based upon their assessment results, past work experience (if any), expressed interest, and worksite availability. We are not always able to place a youth at the worksite of their choice because of limited availability.

## **ROLE OF THE WORKSITE SUPERVISOR**

Worksite Supervisors are regular employees of your organization that will directly supervise youth. It is imperative that youth be supervised at all times. Although youth receive a full orientation to the SBYS Work Experience Program requirements; youth will be more successful on their assignment if the Worksite Supervisor explains what is expected of them. Supervisors must take the time to orient the youth on the various areas of their work experience which includes but is not limited to:

### **Worksite Supervisors are responsible for:**

- Ensuring the worksite meets minimum ADA requirements
- Ensuring an executed Worksite Agreement is on file at the worksite
- Ensuring all minors under the age of 18 have valid Work Permits
- Providing youth with an orientation to understand supervisor and worksite expectations, the work and break schedules, safety procedures, including emergency exits, evacuation plans, and person(s) to whom accidents are to be reported, and whom to contact in case of absence or tardiness
- Ensuring youth receive a copy of the Worksite Expectations Review form after it is discussed with the youth during the orientation
- Clearly communicate and confirm the expected work hours and duties
- Clearly communicate the name and telephone number of who to notify in case of tardiness or absence
- Ensuring youth have a clear understanding of his/her duties and an explanation of the criteria by which the youth will be evaluated on work ethics, attitude, work habits and work readiness
- Ensuring youth follow time and attendance procedures and that timesheets are complete and accurate as specified in Section 11
- Ensuring any timecard alterations, changes or corrections are initialed by the Supervisor (THE USE OF WHITE OUT IS STRICTLY PROHIBITED)
- Ensuring youth work hours are consistent with Child Labor Laws and that youth do not work in excess of their assigned hours
- Providing supervision of youth at all times, along with guidance and training as appropriate
- Working with the SBYS Program staff to resolve problems as they arise
- Maintaining a copy of the Worksite Expectations Review form, Worksite Agreement, job description, all submitted timesheets, and other relevant forms for a minimum of 3 years for audit purposes
- Conducting and submitting a monthly and a final performance evaluation for each youth
- Other responsibilities are outlined in the Worksite Agreement

### **ROLE OF THE SBYS PROGRAM STAFF**

SBYS Program staff is available throughout the program to support the Worksite Supervisor(s) and youth engaged in program activities.

#### **SBYS Program staff is responsible for:**

- Orienting worksites and youth about the SBYS Program goals and objectives
- Ensuring worksites meet the criteria, listed below, prior to referring any youth to begin the work experience assignment:
  1. The worksite must meet the minimum requirements set forth by the Americans with Disabilities Act (ADA) of 1990
  2. The worksite must have a clear Emergency & Evacuation Plan
  3. A copy of the valid, executed Worksite Agreement is maintained at the worksite. The SBYS shall have the original on file.
  4. A valid Work Permit with the correct end dates for youth under the age of 18
- Reviewing the monthly and final Performance Evaluation with each youth and provide additional guidance for any needed improvements
- Providing mediation of any problems on the job between the participant and Worksite Supervisor

### **CHILD LABOR LAWS SUMMARY**

The following information provides general guidance regarding allowable work activities for youth in accordance with applicable laws and regulations. There are laws that prohibit youth from doing dangerous work. Below is a summary:

#### **IN CALIFORNIA, NO WORKER UNDER 18 YEARS OF AGE MAY:**

- Drive a motor vehicle on public streets as part of a job
- Drive a forklift
- Use powered equipment like a circular saw, box crusher, meat slicer, or bakery machine
- Work in wrecking, demolition, excavations or roofing
- Work in logging or saw mills
- Handle, serve, or sell alcoholic beverages
- Work in areas where there is exposure to radiation
- Work more than 4 hours per day or 20 hours per week while school is in session
- Work more than 8 hours per day or 40 hours per week when school is not in session

#### **IN CALIFORNIA, NO WORKER 14 OR 15 YEARS OF AGE MAY:**

- Do any baking or cooking on the job (except cooking at a service counter)
- Work in a dry cleaning or a commercial laundry
- Do building, construction or manufacturing work
- Load or unload a truck, railroad car or conveyor
- Work on a ladder or scaffold

### **WORK PERMITS**

Work permits are required for all youth under 18 years of age. All work permits have to be arranged and secured by SBYS Program staff and be kept on file.

### **DISCRIMINATION**

The Worksite is to ensure that youth are not discriminated against based on race, sex, age, national origin, religious or anti-religious activities, disability, marital status, political affiliation or sexual orientation.

Youth may not be assigned work duties related to religious or anti-religious activities. There must not be any religious symbols present at the Worksite.

According to state, federal and local laws, Worksite Supervisors and youth may not take part in any political activity during work hours. This includes lobbying, fundraising, distributing pamphlets or engaging in voter registration activities.

### **SEXUAL HARASSMENT**

SBYS youth have been advised to inform others (e.g. supervisors, coworkers, staff) when certain behavior makes them uncomfortable. SBYS Program youth will inform SBYS staff if they believe they have been sexually harassed.

The SBYS Work Experience program considers sexual harassment as an unwelcome attention of a sexual nature. It is harmful and it is illegal. Sexual touching, grabbing, pinching, or intentionally brushing up against someone in a sexual way can all be considered sexually harassing behavior. Comments, looks, teasing, and rumors can be forms of sexual harassment even if not intentional. Any perceived incident of sexual harassment must be reported to SBYS staff within 24 hours.

### **GRIEVANCE PROCEDURES**

SBYS Program youth are protected from any kind of discrimination on the job and have been oriented on how to file a grievance.

### **PROBLEMS ON THE JOB**

All identified youth have agreed to the rules and requirements of the SBYS Program. The youth, the Worksite Supervisor, and South Bay Youth Services staff are responsible for ensuring that this agreement is followed. South Bay Youth Services staff may serve as mediators and should be called anytime there is an issue with the youth's overall work habits. Worksite Supervisors are encouraged to discuss and resolve problems initially. However, if after the discussion, no progress has been made, it is the responsibility of South Bay Youth Services staff to help resolve the situation. South Bay Youth Services staff should be informed of any significant problems within 24 hours of the occurrence and in particular if the issue cannot be resolved by the Worksite Supervisor and youth alone. Any concerns and improvements shall be noted on the monthly Performance Evaluation. Should the issue continue, please contact South Bay Youth Services staff and the youth will be relieved from the work assignment.

## **PROGRAM MONITORING**

SBYS will monitor the Worksite in advance of youth placement and periodically during placement in order to ensure a safe and adequately supervised work environment. In addition SBYS will conduct informal monitoring on timecard pick-up dates. Worksite Supervisors should request to see identification if they are not familiar with the SBYS staff conducting the monitoring. If there is a problem with SBYS staff, please notify the SBYS Program Manager.

In addition, Worksite Supervisors should be aware that worksites may be monitored or reviewed by representatives of the County of Los Angeles, the State of California or the U.S. Department of Labor.

Monitoring will generally consist of observation of operations, review of documentation, such as work permits, safety and health preparedness, timecards, work readiness evaluations, and compliance with the Worksite Agreement. In addition, reviewers will likely interview the Worksite Supervisor and youth.

## **PARTICIPANT ABSENTEEISM**

All youth have been given an orientation that includes the basic procedures to follow when she/he finds it necessary to be absent from work. As a Worksite Supervisor, it is important that you be informed of the following procedures and that you reaffirm these protocols with the youth as part of the Worksite Expectation Review:

- The youth is required to give advance notice of intention to be absent from work, regardless of the reason. Worksite Supervisors shall inform the youth of what is considered "advanced notice" at their organization. If an emergency arises and advance notice is not possible, the youth should telephone the Worksite Supervisor as soon as she/he knows that she/he will be unable to report to work that day.
- If the absence continues beyond one (1) day, the youth is to notify the Worksite Supervisor each day that she/he will be absent. The Supervisor should ensure that the youth has the phone number and name of the person to whom the absence must be reported.

The Worksite Supervisor is required to notify *SBYS* staff about the youth's absenteeism when:

- The youth is absent more than three (3) consecutive days regardless of the reason or whether the youth has reported the absences to the Worksite Supervisor.
- It appears to the Worksite Supervisor that the youth is establishing a pattern of absenteeism.

## **WORK HOURS, BREAKS AND LUNCH PERIODS**

Youth may not work more than eight (8) hours per day, up to a maximum of 160 hours in total. The work schedule may vary between Worksites. Worksite Supervisors must obtain prior written approval, from SBYS staff, before any assigned work hours or work days are extended. Youth must make all requests to change assigned work hours, work locations, and work schedules to SBYS, not the Worksite Supervisor.

Participants must be provided breaks as follows:

- One ten (10) minute break required for every 4 consecutive hours worked
- A half-hour lunch break (unpaid) required within a 6-8 hour workday (in addition to breaks)

Participants **May Not** start work without a **Report To Work** form submitted to the Worksite Supervisor by SBYS. Any hours worked prior to a Report to Work Form being issued **will not** be paid. Participants may not work overtime, through assigned lunchtime, on holidays or beyond the date of the Worksite Agreement without prior written approval by SBYS.

### **TIMECARD PROCEURES**

#### **General Timecard Information**

#### **Participants are paid based upon:**

1. Daily on-time attendance
2. Completion of all scheduled work hours and training sessions

Worksite Supervisors will maintain a timecard record of all actual hours worked showing beginning/end time of the work schedule each day (including lunch breaks). The timecards must be signed and dated by the youth and the Supervisor.

#### **Timecards should be completed and signed no later 5:00 pm one day prior to the timecard pick-up date.**

Supervisors are given timecards prior to the start of each pay period. Youth will record time in at the beginning of the work shift and time out at the end, using **ink only**. Space is also provided to record time in and out for lunch breaks. **Youth are not paid for lunch breaks.**

Youth are not allowed to record or sign for hours they have not worked. At the conclusion of the timecard period, both the youth and the supervisor will sign off on the timecards agreeing to the number of hours worked.

Timecards should be reviewed daily during the first two weeks of the program to ensure they are being filled out correctly. The SBYS reserves the right to audit hours and return timecards that, in the opinion of the SBYS, have not been completed properly and would be questionable in the event of a fiscal audit.

Supervisors are to sign on the **Supervisor's line** of the timecard and youth are to sign on the **Participant's line** of the timecard. Supervisors are not permitted to sign the youth's portion of the timecard. Only authorized supervisor(s) are allowed to sign timecards.

#### **Timecards are considered incorrect/incomplete if the following occurs:**

- Not signed by youth and/or supervisor in the required areas
- Incorrect dates and/or times have been entered
- Hours are added incorrectly
- Whiteout or liquid paper is used to make corrections

- Hours are rounded incorrectly

If a mistake is made, the youth must cross out the error and write the correction above or to the side of it. Then the supervisor must initial the correction. For example:

~~5:00 pm~~ *RI*                      4:00 pm

If the timecard is incomplete or incorrect, it will be returned to the Worksite and will not be processed until the following pay period. A complete timecard has the following information entered:

- Youth's name
- Assigned worksite
- Date recorded beside the day of the week
- Record time in and out in quarter hour increments to the nearest quarter hour (i.e., 7:00, 7:15, 7:30, 7:45).
- Total hours worked during pay period

### PAYCHECKS

For many of the youth, the SBYS Work Experience Program marks their first work experience. All youth have received an orientation on wages, payroll deductions and their paycheck. Worksite supervisors may find it necessary to reinforce this information to youth at the time they receive their first paychecks.

### PERFORMANCE EVALUATION

- Performance Evaluations (PE) shall be completed by the Worksite supervisor on a monthly basis and a final PE shall be completed at the end of the work experience
- The Case Manager reviews and discusses with the youth his/her strengths and weaknesses identified by the Worksite Supervisor on the monthly PE
- The final PE will be reviewed and discussed with the youth before the last paycheck is issued

### DISCIPLINARY PROCEDURES FOR VIOLATION OF CODE OF CONDUCT

South Bay One-Stop Youth Services (SBYS) has established a **Code of Conduct** to clearly articulate behavioral expectations to the youth, their parents/guardians, and the Worksite Supervisor. The Worksite Supervisor is required to document any Violation of the Code of Conduct on the Code of Conduct Violation Form and contact SBYS before sending a youth home or terminating the youth from the Worksite assignment. SBYS will meet with the Worksite Supervisor and the youth to determine the appropriate disciplinary action to be taken. Parent(s)/guardian(s) are notified (by phone and/or mail) if the youth is sent home for a violation.

#### Steps for Documenting a Violation of the Code of Conduct:

1. Worksite Supervisors must report a violation of the Code of Conduct to SBYS in writing in Section 1 of the Violation Notification Form (if initial notification is reported on the timecard, the supervisor is to complete the Violation Form also).
2. Once the Worksite Supervisor submits the Violation Notification Form to SBYS the violation will be investigated thoroughly and expeditiously before corrective action is taken.

### Code of Conduct

1. I understand that for the purpose of improving my academic and workplace skills, I will be conscientious in the fulfillment of my assigned duties and will complete all assignments to the best of my ability.
2. I will report to the assigned Worksite on time and complete the required hours. I will notify SBYS staff at least 2 hours before my scheduled start time of an absence and at least 30 minutes in advance of my scheduled start time if I will be late.
3. I understand that the **Worksite Supervisor** is my supervisor; therefore I will follow Worksite rules, policies, and procedures accordingly.
4. I will conduct myself in a dignified, courteous, considerate manner at all times and treat co-workers, supervisors, instructors, and peers with respect.
5. I will come to the Worksite (including all classrooms) dressed appropriately. I will refrain from wearing white, red or blue t-shirts (patterns or emblems ok), halter-tops, low cut, mid-drift or see-through tops, shorts, pajama-like pants, exposed underwear (pants must be belted at the waist), scarves, hats, and house shoes or slippers at the Worksite. I also agree to adhere to any additional dress requirements by individual Worksites.
6. I will not invite friends or relatives to the Worksite except for the purpose of taking me to work or picking me up.
7. I will not bring or play any electronic devices, i.e., iPod, cell phones, tablets, etc. to the Worksite or other locations where program services are provided.
8. I will not use my cell phone to take incoming or make outgoing calls during work hours. I will turn my cell phone off during working hours and will use it only before or after work or during approved breaks from work.
9. I will not use Worksite phones for personal use, unless approved in advance, by the Worksite Supervisor.
10. I will refrain from using profanity, loud talking, and inappropriate behavior at the Worksite. I will communicate quietly and in a mature manner.
11. I will only work when and where assigned. I will leave the Worksite promptly at the end of the workday.
12. I will follow all instructions as established by the South Bay One-Stop Youth Services regarding timecards and payroll.
13. **I understand that committing any of the following actions may results in dismissal from the program (at the discretion of SBYS staff or the Worksite Supervisor).**

- a) False information provided to determine program eligibility such as income, family size, under WIOA status or other information obtained for enrollment into the program
- b) Possession or under the influence of alcohol or illegal drugs
- c) Excessive tardiness and/or absences (excused or unexcused), excessive is defined as two or more occasions in one week or three or more occasions in one month
- d) Inappropriate behavior (e.g. use of profanity, excessive rudeness, verbal or physical threats)
- e) Not completing assigned tasks either at the worksite or in program activities
- f) Performance of or involvement in any sex-related activity
- g) Stealing
- h) Fighting
- i) Possession of a weapon (on person or in personal belongs)
- j) Forgery on any paperwork or documents, i.e. timecards
- k) Defacement of facilities (e.g. tagging on elevator, hallway or bathroom walls)
- l) Unauthorized use of cell phones during work hours and/or program activities
- m) Non-adherence to Dress Code (Section 5 of Code of Conduct)
- n) Possession or involvement in any gang related activity, i.e. flashing gang signs or colors

**Note: Parents/Guardians are not to contact the Worksite Supervisor or other Worksite personnel for any reason. All parent/guardian contact regarding youth activities at the Worksite must be made through SBYS.**

### INSURANCE REQUIREMENTS

The Worksite Agency is required to maintain general liability insurance in the amount \$1,000,000 per occurrence and to provide a Certificate of Insurance naming the City of Inglewood/South Bay Workforce Investment Board/South Bay Workforce Investment Board, Inc., as “additional insured” (See Worksite Agreement).

### WORKERS’ COMPENSATION

Youth enrolled in subsidized work experience at an approved Worksite are covered under the State Workers’ Compensation Insurance carried by the South Bay Workforce Investment Board, Inc.

### INJURY/ACCIDENT REPORTING PROCEDURES

South Bay Youth Services has established injury/accident procedures under the guidelines of the South Bay Workforce Investment Board, Inc., which are provided to all Worksites, and may be viewed by the public upon request. The following is a summary of these procedures.

In the event of a work-related injury/accident involving the youth while performing job duties or participating in any SBYS program activities, the following procedure will be adhered to:

- The Worksite will notify the SBYS program **immediately** upon knowledge of injury/accident at one of the following numbers:
  - Torrance One-Stop Main Office (310) 680-3830
  - Inglewood One-Stop Main Office (310) 680-3700

- **If the injury/accident occurs after 5pm on a weekday or at any time on the weekends**, the Worksite will notify one of the following SBYS program staff **immediately** upon knowledge of injury/accident:
  - Yesenia Tercero, Youth Case Manager at [REDACTED]
  - Lupe Gasca, Torrance One-Stop Manager at [REDACTED]
  - Gaby Goetz, Youth Program Manager at [REDACTED]

**Please note that the staff numbers provided above are for EMERGENCY use only.**

For non-emergency related issues please contact staff at 310-680-3830 or 310-680-3700.

- Upon notification that a youth has been injured, and depending on the severity of the injury, SBYS will transport the youth to a medical facility designated to provide medical treatment. If the incident is deemed an emergency, the Worksite Supervisor will call 9-1-1 and an emergency medical vehicle will transport the youth to a medical facility.
- When a minor injury/accident occurs, SBYS will advise the Worksite Supervisor and the parent/guardian of the appropriate procedures, and the incident will be documented in the youth's file.
- If treatment is administered by a medical facility, documentation will be required and SBYS will coordinate completion of the reporting procedure.

**If the youth is referred for medical attention, a doctor's medical release statement will be necessary to return to work.**

**Worksite Agency Authorization Form**

**Worksite Agency** \_\_\_\_\_

**Contract No:** \_\_\_\_\_ **Effective Date From:** \_\_\_\_\_ **To:** \_\_\_\_\_

The document identified below requires authorized signatures for execution, processing and/or payment. Complete this form, entering the names and signatures of persons authorized to sign on behalf of the Worksite Agency. Notification of any change in authorized signatures is the responsibility of the Worksite Agency. Changes without prior notification will cause a delay in processing forms and/or payments.

**Please return the completed form to: Brain Nunez, Youth Program Manager  
South Bay One-Stop Youth Services  
110 S. La Brea Ave., 2nd Floor, Suite 304  
Inglewood, CA 90301  
310.680.3700 OFFICE  
Emil: bnunez@sbwib.org**

**Authorized Signatures: (Alternate Supervisors)**

<b><u>Title</u></b>	<b><u>Print Name</u></b>	<b><u>Signature</u></b>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

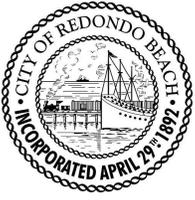
The following representative of the Worksite Agency provided the above information:

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Please print) (Please print)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Telephone# \_\_\_\_\_

Worksite Location \_\_\_\_\_



# Administrative Report

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J.1., File # 22-4153

Meeting Date: 5/17/2022

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**TITLE**

*For eComments and Emails Received from the Public*

# **BLUE FOLDER ITEM**

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

## **CITY COUNCIL MEETING MAY 17, 2022**

J.1 PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

**PUBLIC COMMUNICATIONS**

**From:** [Farah K](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Comments to the legislative bodies above for their next general meeting as permitted by the Brown Act.  
**Date:** Saturday, May 14, 2022 10:10:33 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach and Torrance:

These are non-agenda item comments to the legislative bodies above for their next general meeting as permitted by the Brown Act.

I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea.

I am also concerned that BCHD continues to spend from a \$16M taxpayer fund, preparing inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

BCHDs 2017 design committed to protecting neighborhoods with buildings in the center and surface parking around the edges buffering homes from damages.

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The attachment specifically calls out BCHDs plan's noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

**-Farah Kreutz**  
**Redondo Beach Resident**

## NON-AGENDA PUBLIC COMMENTS

The following is provided regarding BCHDs proposed 3<sup>rd</sup> party DEVELOPER/OWNER/ OPERATOR development project that BCHD will be filing a formal Conditional Use Permit and Planning Commission Design Review application for during the first half of 2022.

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<b>Summary Table of BCHD Project Non-Compliance with Municipal Codes</b>		
<b>PERMIT</b>	<b>CONDITION</b>	<b>BCHD PROJECT NON-COMPLIANCE</b>
1. CUP	"will not adversely affect surrounding uses and properties"	As supported by over 1,200 petition signers and 100s, if not 1,000 surrounding resident comments to BCHD, surrounding residential uses are adversely impacted in reduced privacy, property value, aesthetics, noise, traffic and toxic emissions.
2. CUP	"for the proposed use ... shall be adequate in size and shape to accommodate such use"	Given the proposed project plan to locate buildings at the elevated site's perimeter, the elevated site is not adequate to accommodate the proposed use.
3. CUP	"no adverse effect on abutting property"	The properties on the 1400 Block of Diamond are subjected to the storage of explosive liquid fuels, a 2,000 kW combustion power plant, and a 16,000 to 4,000 V substation. These mechanical and explosion hazards adversely impact safety, safe air, local emissions, noise, and vibration.
4. PCDR	"ensure compatibility ... in the community"	Based on the City of Redondo Beach's finding that the design of The Kensington was consistent and compatible with the surrounding residential uses, the 110-foot above Beryl St., Miami Beach commercial styled facility cannot also be deemed compatible with similar, 30-foot and under residential uses in the community.
5. PCDR	"protect property values ... of neighborhoods"	Statistical modeling demonstrates that neighborhoods nearer to BCHD have reduced property values compared to neighborhoods further from BCHD. BCHD is proposing to increase height from 99% under 52-feet to 103-feet and to increase over building size from 312,000 sqft to nearly 800,000 sqft.
6. PCDR	"shall consider the impact ... of the user in respect to circulation, parking, traffic, etc."	BCHD proposed design will require the 8-10 story parking ramp at Prospect and Diamond to enter/exit on Prospect northbound. Further, the proposed height of the RCFE and location on the perimeter damages the privacy, aesthetics, excess nighttime lighting, noise impacts and other basic attributes of the surrounding uses and properties.
7. PCDR	"location of buildings and structures shall respect the natural terrain of the site"	The elevated site has from 30-feet to 70-feet elevation gain over surrounding residential uses. As a result, creation of a 110-foot rise over Beryl St., a 10-story parking ramp over Tomlee and Diamond Sts, and a 4-story, flat wall toward Prospect fails to respect the natural elevated terrain. The original 52-foot, 4 story building and its 0.3%, 968 sqft penthouse were nearly centered in the site, thereby respecting the natural terrain.
8. PCDR	"overall design shall be integrated and compatible with the neighborhood and shall strive to be in harmony with the scale and bulk of surrounding properties"	A 300,000 sqft, 110-foot above the street concrete and glass commercial building makes no attempt to integrate and be compatible with the neighborhood in scale or bulk. Further, unlike The Kensington and its Santa Barbara style, the Miami Beach condominium/hotel style proposed, when coupled with the excessive height and mass is thoroughly non-compatible with surrounding properties.

9. PCDR	“shall be consistent with the intent of residential design guidelines”	The residential design guidelines are intended to increase the quality of life of the neighborhood of the construction. It is very clear from the 1,200 petition signatories regarding the height and size of the project that it does not increase the quality of life. Further, there have been 100s, if not 1,000s of comments and concerns regarding the impacts of noise, emissions, traffic, glare, lighting, excess non-directed nighttime lighting, nighttime elevated signage and other factors that diminish quality of life.
10. RDG	“to improve the quality of life in residential neighborhoods ... [t]hese design guidelines are intended to help accomplish this objective”	The BCHD project reduces the quality of life in surrounding neighborhoods. The BCHD commercial Developer/Owner/Operator is targeting 90% non-Redondo Beach residents and 80% non-residents of the 3 beach cities (HB/RB/MB). The PACE facility is scaled for 400 participants with only 17 expected to be from the 3 beach cities according to National PACE Assoc. statistics. The BCHD project nearly triples the size of campus buildings from 312,000 sqft to 800,000 sqft and more than doubles the effective height from 99% less than 52-feet to 109.7-ft. The quality of life of surrounding neighborhoods will be reduced by the commercial, non-resident services as all damages will accrue to the neighborhoods.
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RBMC 10-2.2506 Conditional Use Permits (CUP) RBMC 10-2.2502 Planning Commission Design Review (PCDR) Redondo Beach Residential Design Guidelines (RDG) Redondo Beach Beryl Heights Neighborhood Specific Guidelines (BH RDG) TMC 91.41.6 Planning and Design (Torrance Hillside Overlay, THO)		

**From:** [Conna C](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fw: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 3:36:37 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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I was born and raised in Redondo Beach in the house my father built on Avenue E at the crest of the hill with a view of the ocean. I raised my own children in my family home. I was there when fake signatures were used to allow the building of Condos that stole our ocean views. I was there when the seniors were kicked out of their homes by eminent domain and the Villages were built as the promise of new homes for them, but at prices they could not afford. I see the government of Redondo Beach failing it's current citizens again in the BCHD plans.

I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea.

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I beg of you! Please!! STOP BCHD

Conna Condon

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**From:** [v\\_minami](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fw: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Sunday, May 15, 2022 7:34:56 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Virginia Minami

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**From:** [ROBERT LEVY](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 2:24:45 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Robert & LuJean Levy  
South Bay homeowners since 1984

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**From:** [William Shanney](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 2:34:29 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Aileen Pavlin](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
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Date: Sat, May 14, 2022 at 2:06 PM  
Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions  
To: Stop BCHD <[StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)>

FORWARD this (including attachment) to: [CityClerk@redondo.org](mailto:CityClerk@redondo.org),  
[CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov), [stopbchd@gmail.com](mailto:stopbchd@gmail.com)

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**From:** [joyce field](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
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The following is provided regarding BCHDs proposed 3<sup>rd</sup> party DEVELOPER/OWNER/ OPERATOR development project that BCHD will be filing a formal Conditional Use Permit and Planning Commission Design Review application for during the first half of 2022.

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<b>Summary Table of BCHD Project Non-Compliance with Municipal Codes</b>		
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1. CUP	"will not adversely affect surrounding uses and properties"	As supported by over 1,200 petition signers and 100s, if not 1,000 surrounding resident comments to BCHD, surrounding residential uses are adversely impacted in reduced privacy, property value, aesthetics, noise, traffic and toxic emissions.
2. CUP	"for the proposed use ... shall be adequate in size and shape to accommodate such use"	Given the proposed project plan to locate buildings at the elevated site's perimeter, the elevated site is not adequate to accommodate the proposed use.
3. CUP	"no adverse effect on abutting property"	The properties on the 1400 Block of Diamond are subjected to the storage of explosive liquid fuels, a 2,000 kW combustion power plant, and a 16,000 to 4,000 V substation. These mechanical and explosion hazards adversely impact safety, safe air, local emissions, noise, and vibration.
4. PCDR	"ensure compatibility ... in the community"	Based on the City of Redondo Beach's finding that the design of The Kensington was consistent and compatible with the surrounding residential uses, the 110-foot above Beryl St., Miami Beach commercial styled facility cannot also be deemed compatible with similar, 30-foot and under residential uses in the community.
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9. PCDR	“shall be consistent with the intent of residential design guidelines”	The residential design guidelines are intended to increase the quality of life of the neighborhood of the construction. It is very clear from the 1,200 petition signatories regarding the height and size of the project that it does not increase the quality of life. Further, there have been 100s, if not 1,000s of comments and concerns regarding the impacts of noise, emissions, traffic, glare, lighting, excess non-directed nighttime lighting, nighttime elevated signage and other factors that diminish quality of life.
10. RDG	“to improve the quality of life in residential neighborhoods ... [t]hese design guidelines are intended to help accomplish this objective”	The BCHD project reduces the quality of life in surrounding neighborhoods. The BCHD commercial Developer/Owner/Operator is targeting 90% non-Redondo Beach residents and 80% non-residents of the 3 beach cities (HB/RB/MB). The PACE facility is scaled for 400 participants with only 17 expected to be from the 3 beach cities according to National PACE Assoc. statistics. The BCHD project nearly triples the size of campus buildings from 312,000 sqft to 800,000 sqft and more than doubles the effective height from 99% less than 52-feet to 109.7-ft. The quality of life of surrounding neighborhoods will be reduced by the commercial, non-resident services as all damages will accrue to the neighborhoods.
11. THO	“The development has been located, planned and designed so as to cause the least intrusion on the views, light, air and privacy of other properties in the vicinity”	The adjoining Torrance neighborhoods are in the Hillside Overlay. The BCHD would not be allowed in overlay, and the City of Torrance has an obligation to protect its residents. The BCHD project is located to maximize damages to views, light, air and privacy based on height, size and perimeter location.
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**From:** [Tim Ozenne](#)  
**To:** [CityClerk](#); [City Clerk](#); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 3:58:17 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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We have lived in Torrance for several decades. From our home, we see much of the former BCHD "hospital" (which quit being a hospital more than two decades ago). If the BCHD development plan goes forward as now proposed, we and many of our neighbors will see a huge increase in the relative sizes of BCHD commercial buildings as we look west. BCHD seems to have designed its real estate development with no concern at all for area residents.

In particular, I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% of its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea. BCHD has manipulated the placement and sizes of buildings so as to pretend the project is somehow compatible with the surrounding residential neighborhoods. While RB code requires *compatibility*--not only with homes in Redondo but with neighborhoods that presumably include homes in Torrance. No one can imagine this project is in any way compatible, not with homes in Redondo nor with homes in Torrance. Do RB planners see this differently?

I am also concerned that BCHD continues to spend from a \$16M taxpayer fund, preparing inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

BCHDs 2017 design committed to protecting neighborhoods with buildings in the center and surface parking around the edges buffering homes from damage. That plan was scrubbed!

BCHDs 2019 design (June EIR) was 60-feet tall and ringed the site on the edge. The 2020 design (June Board) was 76-feet tall and also on the edge. The 2021 design (March EIR) was 103-feet tall and also on the edge. The current design is claimed to be 83-feet tall and also on the edge of the site and still meets NONE of the comments regarding excessive height and size

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The **attachment** specifically calls out BCHD's planned noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

And, as a long-term resident of Torrance, I must point out that it looks like BCHD intends to demolish public property in Torrance--the Flagler Lane right-of-way--to accommodate its project overlooking Torrance homes. Apparently, BCHD plans to destroy many mature trees and several existing retaining walls in Torrance to proceed with its "development."

I would also point out that the land for this development project was acquired long ago via eminent domain. It is supposed to remain forever dedicated to public uses, but BCHD appears ready to flaunt California code including CCP 1245.245 by, among other things, erecting a *private* residential facility on the land. Redondo has already ruled, in the case of the Kensington facility, that such facilities are private, not public. I cannot imagine Redondo Beach simply reversing its prior ruling.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

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**From:** [Stop BCHD](#)  
**To:** [CityClerk](#); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [Stop BCHD](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 4:07:34 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Linda Feldman](#)  
**To:** [CityClerk](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 4:35:37 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Sent from Linda's iPad.

Begin forwarded message:

**From:** Stop BCHD <stop.bchd@gmail.com>  
**Date:** May 14, 2022 at 2:08:11 PM PDT  
**To:** Stop BCHD <StopBCHD@gmail.com>  
**Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions**

FORWARD this (including attachment) to: [CityClerk@redondo.org](mailto:CityClerk@redondo.org),  
[CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov), [stopbchd@gmail.com](mailto:stopbchd@gmail.com)

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9. PCDR	“shall be consistent with the intent of residential design guidelines”	The residential design guidelines are intended to increase the quality of life of the neighborhood of the construction. It is very clear from the 1,200 petition signatories regarding the height and size of the project that it does not increase the quality of life. Further, there have been 100s, if not 1,000s of comments and concerns regarding the impacts of noise, emissions, traffic, glare, lighting, excess non-directed nighttime lighting, nighttime elevated signage and other factors that diminish quality of life.
10. RDG	“to improve the quality of life in residential neighborhoods ... [t]hese design guidelines are intended to help accomplish this objective”	The BCHD project reduces the quality of life in surrounding neighborhoods. The BCHD commercial Developer/Owner/Operator is targeting 90% non-Redondo Beach residents and 80% non-residents of the 3 beach cities (HB/RB/MB). The PACE facility is scaled for 400 participants with only 17 expected to be from the 3 beach cities according to National PACE Assoc. statistics. The BCHD project nearly triples the size of campus buildings from 312,000 sqft to 800,000 sqft and more than doubles the effective height from 99% less than 52-feet to 109.7-ft. The quality of life of surrounding neighborhoods will be reduced by the commercial, non-resident services as all damages will accrue to the neighborhoods.
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**From:** [marinafinearts@aol.com](mailto:marinafinearts@aol.com)  
**To:** [CityClerk](mailto:CityClerk)  
**Cc:** [cityclerk@torrance.gov](mailto:cityclerk@torrance.gov); [stop.bchd@gmail.com](mailto:stop.bchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 5:49:09 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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My wife and I are 100% against this proposed project. In this day of increasing cynicism with our government, it is an opportunity to restore our faith in our local government. There is NO one I know of who is in favor of this project. STOP IT NOW  
Mike and Laura Woolsey  
Tomlee Ave

-----Original Message-----

From: Stop BCHD <[stop.bchd@gmail.com](mailto:stop.bchd@gmail.com)>  
To: Stop BCHD <[StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)>  
Sent: Sat, May 14, 2022 2:05 pm  
Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions

FORWARD this (including attachment) to: [CityClerk@redondo.org](mailto:CityClerk@redondo.org), [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov), [stopbchd@gmail.com](mailto:stopbchd@gmail.com)

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**From:** [Brian Onizuka](#)  
**To:** [CityClerk](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 6:34:40 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [David Onizuka](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 8:52:31 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Paul Lieberman](#)  
**To:** [CityClerk](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Sunday, May 15, 2022 9:43:50 AM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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----- Forwarded message -----

From: **Stop BCHD** <[stop.bchd@gmail.com](mailto:stop.bchd@gmail.com)>  
Date: Sat, May 14, 2022, 2:06 PM  
Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions  
To: Stop BCHD <[StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)>

FORWARD this (including attachment) to: [CityClerk@redondo.org](mailto:CityClerk@redondo.org),  
[CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov), [stopbchd@gmail.com](mailto:stopbchd@gmail.com)

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**From:** [Hamant and Robin Patel](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov)  
**Cc:** [topbchd@gmail.com](mailto:topbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Sunday, May 15, 2022 3:04:39 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Linda Choy](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Sunday, May 15, 2022 6:12:15 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Jeff Earnest](#)  
**To:** [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [CityClerk](#); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Cc:** [Jeff Earnest](#)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Monday, May 16, 2022 12:42:38 AM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [Warren Croft](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Monday, May 16, 2022 6:30:00 AM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach and Torrance:

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I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea.

I am also concerned that BCHD continues to spend from a \$16M taxpayer fund, preparing inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

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The attachment specifically calls out BCHDs plan's noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

Thank you,  
Warren Croft

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**From:** [Ann Cheung](#)  
**To:** [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [CityClerk](#); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fwd: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Monday, May 16, 2022 1:09:11 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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----- Forwarded message -----

From: **Stop BCHD** <[stop.bchd@gmail.com](mailto:stop.bchd@gmail.com)>  
Date: Sat, May 14, 2022 at 2:06 PM  
Subject: Public Comment - Forward to Mayors, Councils, Planning Commissions  
To: Stop BCHD <[StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)>

FORWARD this (including attachment) to: [CityClerk@redondo.org](mailto:CityClerk@redondo.org),  
[CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov), [stopbchd@gmail.com](mailto:stopbchd@gmail.com)

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--

STOP BCHD ([StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)) is a neighborhood community of residents concerned about the economic and quality-of-life damages that BCHDs 110-foot above the street, 800,000 sqft commercial development will inflict on our families for the next 50-100 years. Our neighborhoods have been burdened since 1960 and the damages outweigh any benefits.

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**From:** [Mark Nelson \(Home Gmail\)](mailto:Mark.Nelson@hermosabeach.gov)  
**To:** [CityClerk; citycouncil@hermosabeach.gov](mailto:cityclerk@hermosabeach.gov); [cityclerk@manhattanbeach.gov](mailto:cityclerk@manhattanbeach.gov); [CityClerk; Ben.Allen@sen.ca.gov](mailto:Ben.Allen@sen.ca.gov); [Al.Muratsuchi@asm.ca.gov](mailto:Al.Muratsuchi@asm.ca.gov); [HollyJMitchell@bos.lacounty.gov](mailto:HollyJMitchell@bos.lacounty.gov)  
**Cc:** [Kevin Cody; Lisa Jacobs; stopbchd@gmail.com](mailto:Kevin.Cody@stopbchd@gmail.com)  
**Subject:** Public Comment - BCHD Development  
**Date:** Saturday, May 14, 2022 6 53:56 PM  
**Attachments:** [image.png](#)  
[image.png](#)  
[BCHD NonCompliance May 2022 Comments.pdf](#)

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Mayor, Council, Planning Commissions of Redondo Beach and Torrance  
Mayor, Councils of BCHD Owners of Manhattan and Hermosa Beach

This is a public comment under the Brown Act for the next regular meeting of the legislative bodies above.

To whom it may concern:

### **BACKGROUND**

For years now, BCHD has been spending taxpayer money on campus plans that are inconsistent and incompatible with neighboring uses and properties, and in violation of both Redondo Beach and Torrance ordinances. BCHD appears to be continuing that effort, with a \$16M taxpayer funded war chest that includes about \$1M in PR, \$5M in Architects, \$1 in Lawyers, etc. The designs have gone from:

May 2017 BCHD Presentation - Commitment to surrounding the campus buildings with parking and greenspace as a buffer  
June 2019 BCHD EIR NOP - 60-foot tall, 160,000 sqft underground parking  
June 2020 BCHD Board Project Approval - 76-foot tall, 8-10 story above ground parking ramp  
March 2021 BCHD Draft EIR - 103 feet tall, 8 story above ground parking ramp

In short, BCHD has been spending tax money, creating taller and more inappropriate plans, and ignoring surrounding neighbors for years now.

### **COMMUNITY OPPOSITION**

Over 1200 petition signers called for downscaling or elimination  
Between 100s and a 1000 letters and comments opposing the plan at BCHD, Redondo Beach, Torrance, Hermosa Beach and Manhattan Beach

### **REQUIRED CHANGES TO THE PLAN IN ORDER MEETING COMMUNITY OBJECTIONS AND RBMC AND TORRANCE MC**

A detailed attachment below demonstrates the objectively true instances of BCHD failing to heed RBMC and TMC, along with objections of residents and neighbors.

The following obvious changes are required to meet minimum compliance with TMC and RBMC:

- 1) Reduce the height to conform with the neighborhood, as was done with The Kensington. Both are surrounded by residential and light commercial with 30-foot height limits.
- 2) Move the development to the center of the parcel as with the original hospital. The site is elevated above residential and Torrance Hillside Overlay properties. Respecting the elevated site requires lower buildings and deeper setbacks, not 110-feet above the streets on the perimeter of the site.
- 3) Reduce the size of Phase 1 and 2 from the current nearly 800,000 sqft. BCHD proposes one-and-a-half times larger, and 3 times taller than CenterCal's voter-cancelled Mall-by-the-Sea. In addition, BCHD proposes a development that is larger than all Beryl Heights homes added together. It is clearly OUT OF SCALE.
- 4) Reduce the local damages by reducing the dependence on non-residents. BCHD's plan requires over 80% non-residents for the RCFE and over 95% non-residents for PACE. The youth center, "allcove" is over 90% non-residents. The associated neighbors have suffered 60 years of damages so far, and BCHD proposes an additional 50-100 years for what are clearly trivial benefits and huge damages for the surrounding areas.
- 5) Increase the local benefits by offering cost-based or subsidized and affordable RCFE, PACE, and all other services to 90277 and 90503 zip codes that suffer the bulk of damages.
- 6) Relocate the generator and fuel storage. Allowing BCHD to move its generators and fuel storage off the center of the campus where it bears the risk to a location that is adjacent to homeowners is unacceptable.
- 7) Reduce construction noise with no construction above noise barriers. BCHD knowingly created health damages by proposing heights above the level of barrier protection and building on the far perimeter of the campus. BCHD must reduce height to no taller than fully mitigated by noise barriers.
- 8) Reduce operations noise through outdoor curfews after 7PM. BCHD is building a horseshoe shaped urban canyon and proposing amplified noise nighttime events outdoors. That is unfair and unacceptable damage to the surrounding neighbors to the south and east.
- 9) Move or underground required parking. The current 8-10 story parking at Prospect and Diamond subjects surrounding neighborhoods to noise, loss of privacy, etc. on a 24/7/365 basis.
- 10) Remove privacy impacting balconies and decks. BCHD plans to line the edges of the compound, on the perimeter of the site, with privacy robbing decks. That is unacceptable and damaging.

BCHD's proposal is clearly damaging to the surrounding neighborhoods and violates RBMC for CUP and PCDR and TMC for the Hillside Overlay.

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**From:** [Lisa Youngworth](#)  
**To:** [CityClerk](#); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [Stop Bchd](#); [Bill Brand](#); [Nils Nehrenheim](#); [Todd Loewenstein](#); [Zein Obagi](#); [Sheila Lamb](#); [Rob Gaddis](#); [doug.boswell@redondo.org](mailto:doug.boswell@redondo.org)  
**Subject:** Public Comment - Forward to Mayors, Councilmembers, Planning Commissions  
**Date:** Monday, May 16, 2022 7:35:32 AM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**From:** [gtafremow@verizon.net](mailto:gtafremow@verizon.net)  
**To:** [CityClerk](mailto:CityClerk@torranceca.gov); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 2:28:39 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)  
**Importance:** High

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**From:** [BARRY SINSHEIMER](#)  
**To:** [CityClerk](#); [stopbchd@gmail.com](mailto:stopbchd@gmail.com); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov)  
**Subject:** Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 2:59:45 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Redondo Beach Resident

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10. RDG	“to improve the quality of life in residential neighborhoods ... [t]hese design guidelines are intended to help accomplish this objective”	The BCHD project reduces the quality of life in surrounding neighborhoods. The BCHD commercial Developer/Owner/Operator is targeting 90% non-Redondo Beach residents and 80% non-residents of the 3 beach cities (HB/RB/MB). The PACE facility is scaled for 400 participants with only 17 expected to be from the 3 beach cities according to National PACE Assoc. statistics. The BCHD project nearly triples the size of campus buildings from 312,000 sqft to 800,000 sqft and more than doubles the effective height from 99% less than 52-feet to 109.7-ft. The quality of life of surrounding neighborhoods will be reduced by the commercial, non-resident services as all damages will accrue to the neighborhoods.
11. THO	“The development has been located, planned and designed so as to cause the least intrusion on the views, light, air and privacy of other properties in the vicinity”	The adjoining Torrance neighborhoods are in the Hillside Overlay. The BCHD would not be allowed in overlay, and the City of Torrance has an obligation to protect its residents. The BCHD project is located to maximize damages to views, light, air and privacy based on height, size and perimeter location.
12. THO	“the design will not have a harmful impact upon the land value and investment of other properties in the vicinity”	Statistical analysis demonstrates that surrounding property values are lower, the closer the properties are to the BCHD site. Peer-reviewed research demonstrates that larger, taller developments, such as BCHDs proposal, will have equal or larger negative impacts on property values.
RBMC 10-2.2506 Conditional Use Permits (CUP) RBMC 10-2.2502 Planning Commission Design Review (PCDR) Redondo Beach Residential Design Guidelines (RDG) Redondo Beach Beryl Heights Neighborhood Specific Guidelines (BH RDG) TMC 91.41.6 Planning and Design (Torrance Hillside Overlay, THO)		

**From:** [tammytammysugar](mailto:tammytammysugar)  
**To:** [CityClerk](mailto:CityClerk); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Public Comment to Mayors, Councils, Planning Commissions  
**Date:** Saturday, May 14, 2022 7:09:21 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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**CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.**

Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach and Torrance:

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I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea.

I am also concerned that BCHD continues to spend from a \$16M taxpayer fund, preparing inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

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The attachment specifically calls out BCHDs plan's noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into.

Thank you,

**Tamiko & George Wakabayashi (Torrance Residence)**

[REDACTED]

--

STOP BCHD ([StopBCHD@gmail.com](mailto:StopBCHD@gmail.com)) is a neighborhood community of residents concerned about the economic and quality-of-life damages that BCHDs 110-foot above the street, 800,000 sqft commercial development will inflict on our families for the next 50-100 years. Our neighborhoods have been burdened since 1960 and the damages outweigh any benefits.

## NON-AGENDA PUBLIC COMMENTS

The following is provided regarding BCHDs proposed 3<sup>rd</sup> party DEVELOPER/OWNER/ OPERATOR development project that BCHD will be filing a formal Conditional Use Permit and Planning Commission Design Review application for during the first half of 2022.

These comments are filed to agencies as non-agenda comments of the public, in the interest of the public, and under Cal Gov Code 54954.3."regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public" there is an affirmative obligation to provide these comments to the Planning Commission, City Council or other "legislative" bodies upon receipt.

<b>Summary Table of BCHD Project Non-Compliance with Municipal Codes</b>		
<b>PERMIT</b>	<b>CONDITION</b>	<b>BCHD PROJECT NON-COMPLIANCE</b>
1. CUP	"will not adversely affect surrounding uses and properties"	As supported by over 1,200 petition signers and 100s, if not 1,000 surrounding resident comments to BCHD, surrounding residential uses are adversely impacted in reduced privacy, property value, aesthetics, noise, traffic and toxic emissions.
2. CUP	"for the proposed use ... shall be adequate in size and shape to accommodate such use"	Given the proposed project plan to locate buildings at the elevated site's perimeter, the elevated site is not adequate to accommodate the proposed use.
3. CUP	"no adverse effect on abutting property"	The properties on the 1400 Block of Diamond are subjected to the storage of explosive liquid fuels, a 2,000 kW combustion power plant, and a 16,000 to 4,000 V substation. These mechanical and explosion hazards adversely impact safety, safe air, local emissions, noise, and vibration.
4. PCDR	"ensure compatibility ... in the community"	Based on the City of Redondo Beach's finding that the design of The Kensington was consistent and compatible with the surrounding residential uses, the 110-foot above Beryl St., Miami Beach commercial styled facility cannot also be deemed compatible with similar, 30-foot and under residential uses in the community.
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7. PCDR	"location of buildings and structures shall respect the natural terrain of the site"	The elevated site has from 30-feet to 70-feet elevation gain over surrounding residential uses. As a result, creation of a 110-foot rise over Beryl St., a 10-story parking ramp over Tomlee and Diamond Sts, and a 4-story, flat wall toward Prospect fails to respect the natural elevated terrain. The original 52-foot, 4 story building and its 0.3%, 968 sqft penthouse were nearly centered in the site, thereby respecting the natural terrain.
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RBMC 10-2.2506 Conditional Use Permits (CUP) RBMC 10-2.2502 Planning Commission Design Review (PCDR) Redondo Beach Residential Design Guidelines (RDG) Redondo Beach Beryl Heights Neighborhood Specific Guidelines (BH RDG) TMC 91.41.6 Planning and Design (Torrance Hillside Overlay, THO)		

**From:** [Tom McGarry](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Public Comment  
**Date:** Sunday, May 15, 2022 12:23:55 PM

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Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach and Torrance:

These are non-agenda item comments to the legislative bodies above for their next general meeting as permitted by the Brown Act.

I am concerned about Beach Cities Health District's proposed Phase 1 development plan that will be commercially DEVELOPED/OWNED/OPERATED. Phase 1 is proposed to be 110-feet above the surrounding streets and 300,000 sqft in size. Phase 2 will bring the total BCHD site up to nearly 800,000 sqft, which is 250% its current size. That is larger than the entire adjacent Beryl Heights neighborhood's homes' sizes all added together. BCHDs proposed plan is also 3-times the height and 150% as large as the voter-rejected CenterCal Mall-by-the-Sea.

I am also concerned that BCHD continues to spend from a \$16M taxpayer fund, preparing inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

BCHDs 2017 design committed to protecting neighborhoods with buildings in the center and surface parking around the edges buffering homes from damages.

BCHDs 2019 design (June EIR) was 60-feet tall and ringed the site on the edge. The 2020 design (June Board) was 76-feet tall and also on the edge. The 2021 design (March EIR) was 103-feet tall and also on the edge. The current design is claimed to be 83-feet tall and also on the edge of the site and still meets NONE of the comments regarding excessive height and size from 100s of surrounding neighbors and 1000s of petitioners against the project.

The attachment specifically calls out BCHDs plan's noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into. Thank you.

Tom & Carol McGarry  
Redondo Beach

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- [BCHD NonCompliance May 2022 Comments.pdf](#)  
[207kB](#)

**From:** [Joan Davidson](#)  
**To:** [CityClerk](#); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [Stop BCHD](#)  
**Subject:** RE: BCHD  
**Date:** Saturday, May 14, 2022 3:55:42 PM

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Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach and Torrance:

These are non-agenda item comments to the elected bodies above for the next meeting

The Beach Cities Health District's proposed Phase 1 development plan that will be over DEVELOPED/OWNED/OPERATED in a densely populated neighborhood with schools within 1,000 ft.

1- Designed to be 110-feet above all surrounding streets and 300,000 sqft in size.

2- And will bring the total BCHD site up to nearly 800,000 sq ft at 250% its' current size.

3- What that means is that it is bigger than all the Beryl Heights homes added together.

4- The plan is also 3-times the height and 150% as large as the voter-rejected Center Cal Project.

5- While the BCHD continues to spend millions from the taxpayer fund, one might construe this as a 'misuse of public funds.

6- BCHD is creating inconsistent, incompatible, and irresponsible plans on an elevated site in the center of residential, 30-foot or lower maximum height neighborhoods.

7- How will the neighborhoods benefit with buildings in the center and surface parking around the edges buffering homes from damages?

8- BCHDs 2019 design (June EIR) was 60-feet tall and ringed the site on the edge. The 2020 design (June Board) was 76-feet tall and also on the edge. The 2021 design (March EIR) was 103-feet tall and also on the edge.

9- Current design is 83-feet tall and meets NONE of the comments regarding excessive height and size from 100s of surrounding neighbors and 1000s of petitioners against the project. The BCHD is out of noncompliance with specific sections of RBMC CUP and PCDR and on TMC Hillside Overlay.

We ask that the Mayors, Councils and Planning Commissioners provide directives to their cities' Staff and lawyers to communicate the public's outcry of the current plan.

10- Please STOP BCHD from pouring our tax funding into this flawed project.

Damages outweigh any benefits!

**From:** [Krista Allen](#)  
**To:** [CityClerk](#)  
**Subject:** Commenting against BCHD bldg permits  
**Date:** Tuesday, May 17, 2022 7:17:20 AM

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**CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.**

To: The City Clerk of Redondo Beach

Please forward this letter to the addressees below.

Dear Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach

I am opposed to the plans of BCHD to build a six-story residential building on the site of the former South Bay Hospital.

It is outside the mandate for Beach Cities Hospital District to partner with a private developer for a \$200 million construction project on the site. District taxpayers are better served by dissolving BCHD and allowing Los Angeles County to administer benefits and help the homeless.

I am astonished that BCHD continues to spend millions of tax dollars on lawyers and public relations while preparing inconsistent, incompatible, and irresponsible building plans.

Since 2012, BCHD has had a problem with handling tax funds. In fact, Sacramento's Committee on Accountability and Administrative Review had six important issues about BCHD from a report dated April 11, 2012.

Number six asks why BCHD had \$72 million on hand at that time. My question is "Where did that \$72 million bank account disappear to?"

These financial issues illustrate BCHD's lack of transparency and honesty. Furthermore, BCHD pretends to care about our neighborhoods yet shows a complete disregard for the residents and voters of Redondo Beach by plowing forward as quickly as they can to get their behemoth HLC built.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into.

Thank you.

Sincerely,  
Krista Allen





**From:** [Glen and Nancy Yokoe](#)  
**To:** [CityClerk](#); [cityclerk@torranceca.gov](mailto:cityclerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Fw: Public Comment - Forward to Mayors, Councils, Planning Commissions  
**Date:** Monday, May 16, 2022 3:29:26 PM  
**Attachments:** [BCHD NonCompliance May 2022 Comments.pdf](#)

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Glen H. and Nancy N. Yokoe  


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RBMC 10-2.2506 Conditional Use Permits (CUP) RBMC 10-2.2502 Planning Commission Design Review (PCDR) Redondo Beach Residential Design Guidelines (RDG) Redondo Beach Beryl Heights Neighborhood Specific Guidelines (BH RDG) TMC 91.41.6 Planning and Design (Torrance Hillside Overlay, THO)		

**From:** [ree](#)  
**To:** [CityClerk](#)  
**Subject:** NO on permit for bchd  
**Date:** Tuesday, May 17, 2022 7:32:55 AM

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To: The City Clerk of Redondo Beach

Kindly forward this letter

Dear Honorable Mayor, Councilpersons, and Planning Commissioners of Redondo Beach

I am opposed to the plans of BCHD to build a six-story residential building on the site of the former South Bay Hospital.

It is outside the mandate for Beach Cities Hospital District to partner with a private developer for a \$200 million construction project on the site. District taxpayers are better served by dissolving BCHD and allowing Los Angeles County to administer benefits and help the homeless.

I am astonished that BCHD continues to spend millions of tax dollars on lawyers and public relations while preparing inconsistent, incompatible, and irresponsible building plans.

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These financial issues illustrate BCHD's lack of transparency and honesty. Furthermore, BCHD pretends to care about our neighborhoods yet shows a complete disregard for the residents and voters of Redondo Beach by plowing forward as quickly as they can to get their behemoth HLC built.

I ask that the Mayors, Councils and Planning Commissioners provide guidance to their respective Staff and lawyers to convey the public's disapproval of the current plan that BCHD is pouring our tax funding into.

Thank you.  
Maher Sesí, MD  
Redondo Beach Resident



**From:** [Mary Ewell](#)  
**To:** [CityClerk](#); [CityClerk@torranceca.gov](mailto:CityClerk@torranceca.gov); [stopbchd@gmail.com](mailto:stopbchd@gmail.com)  
**Subject:** Proposed PRIVATE enterprise of BCHD, "Healthy Living Campus"  
**Date:** Tuesday, May 17, 2022 10:11:30 AM

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I have attended BCHD meetings re: this proposal even BEFORE their summer "scoping meetings" to which residents of the Beach Cities were invited; no notice was given,(until enough public outcry) to the Torrance residents who would be the most impacted. These were contrived meetings with heavy-handed promotion of their project. I spoke at the one at the Redondo Beach Performing Arts Center citing the impact that their OVERDEVELOPMENT ambitions would have on the surrounding communities, in particular, the 5 neighboring schools that are the most impacted, 2 of them elementary schools, Beryl in Redondo Beach, and Towers Elementary School in Torrance, downwind of the site. Perras Middle School and both West and Redondo Union High School students, also, have to navigate the commuter traffic on Prospect to get to/from school so this "Healthy" living campus only adds to their vulnerability. As a former teacher and Marriage, Family and Child therapist, I advocated for the youth impacted first. There was never an adequate needs assessment done to justify this private takeover of this P-CF public land, only a statistical market analysis based on the increased number of seniors living longer than their predecessors. AARP (American Assoc. of Retired People)'s statistics of the OVERWHELMING number of seniors choosing to "age in place" did not deter BCHD's claims. Their stated target market are those who can afford the \$12-14, 000. monthly cost for an assisted living unit, WHETHER THOSE SENIORS LIVE IN THE BEACH CITIES OR NOT. THE MEDIAN INCOME FOR THE BEACH CITIES is \$65,000. That means that reputedly the majority will be nonresidents of the Beach Cities, in fact, a largely white privileged class. Yet tax payers in the Beach Cities are already subsidizing the BCHD through their property taxes.

Granting even a conditional use permit to a FOR PROFIT entity, is not a fair exchange. This use of P-CF land, reserved for public community usage (a school, hospital, or police/fire services), once justified for the 50 year LEASING of the school property where the Kensington Senior facility for the purpose of that revenue going directly to the R.B. School District, had some merit. You can now review that decision based on how much it has cost the City in infrastructure costs. The surrounding neighborhoods have also paid the cost through traffic noise, I understand, more than traffic congestion that the BCHD would impose, along with other social injustices to surrounding neighborhoods.

Mary R. Ewell,  
Redondo resident

**From:** [ERICK BAER](#)  
**To:** [CityClerk](#)  
**Subject:** RE: Pickle ball  
**Date:** Saturday, May 14, 2022 6:29:11 PM

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>  
> I recently saw tennis courts with additional pickle ball lines (in a different color). All that was needed to play pickle ball was lowering the net which could be accomplished in 1 second with a second net strap (exactly the right height for pickle ball) that could be hooked at the top center of the net.  
>  
> So within 1 second the court could be used for tennis or pickle ball!!  
>  
> Please consider for Alta Vista.  
>  
> Redondo Beach resident,  
>  
> Erick Baer  
> [REDACTED]  
> [REDACTED]  
> ErickBaer@aol.com  
>  
> Sent from my iPhone



# Administrative Report

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L.1., File # 22-4054

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL  
**From:** JENNIFER PAUL, FINANCE DIRECTOR

## **TITLE**

PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022-2023 PROPOSED BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM.

## PROCEDURES:

- a. Open Public Hearing, take testimony; and
- b. Continue Public Hearing to June 7, 2022

## **EXECUTIVE SUMMARY**

The City Charter requires the City Manager to submit a proposed Budget for the ensuing Fiscal Year by May 16 and the City Council to adopt the Budget by June 30 each year. Public Hearings to consider the Budget and Five-Year Capital Improvement Program have been noticed for May 17 (introduction), June 7 (discussion), June 14 (discussion) and June 21, 2022 (adoption).

## **BACKGROUND**

The Budget documents will be published on May 16 on the City's website at [City of Redondo Beach - Budget and Capital Improvement Program. <https://www.redondo.org/budget>](https://www.redondo.org/budget). A hard copy of the Budget will be available for review at the City Clerk's office counter upon request. The Fiscal Year 2022-23 Budget Calendar approved by the City Council in January is as follows:

---

<b>FY 2022-23 Proposed Budget Calendar</b>		
<b>Date</b>	<b>Meeting</b>	<b>Action</b>
Monday, April 25, 2022	Presentation of FY 2022-2023 CIP to Budget & Finance & Planning Works Commissions	Presentation of FY 2022-2023 CIP to Budget & Finance & Planning Commissions
Monday, May 16, 2022	Budget	FY 2022-2023 Proposed Budget and CIP Budget Delivered and City Council - Charter Date
Tuesday, May 17, 2022	City Council Meeting	FY 2022-2023 Proposed Budget & CIP Received & Filed by City Council / Proposed Budget & CIP Public Hearing
Thursday, May 26, 2022	Planning Commission Meeting	FY 2022-2023 CIP Review by Planning Commission for consideration of General Plan
Thursday, May 26, 2022	Budget & Finance Commission Meeting	City Manager FY 2022-2023 Proposed Budget Review with Finance Commission
Tuesday, June 7, 2022	City Council Meeting	FY 2022-2023 Proposed Budget & CIP Public Hearing
Thursday, June 9, 2022	Budget & Finance Commission Meeting	Budget & Finance Commission Review Proposed Budget with City Manager
Tuesday, June 14, 2022	City Council Meeting	FY 2022-2023 Proposed Budget & CIP Public Hearing / City Council
Monday, June 13, 2022	Harbor Commission	FY 2022-2023 Proposed Budget & CIP Public Hearing / City Council
Tuesday, June 21, 2022	City Council Meeting	FY 2022-2023 Proposed Budget & CIP Public Hearing / City Council of Adoption

### **COORDINATION**

All City Departments participated in the preparation of the Fiscal Year 2022-23 City Manager's Proposed Budget and the Fiscal Year 2022-27 City Manager's proposed Five-Year Capital Improvement Program.

### **FISCAL IMPACT**

The Budget, when adopted, will create the financial framework for all City operations, projects and services for the July 1, 2022 - June 30, 2023 Fiscal Year.

### **APPROVED BY:**

*Mike Witzansky, City Manager*



# Administrative Report

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L.1., File # 22-4054

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL  
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### **APPROVED BY:**

*Mike Witzansky, City Manager*

# **BLUE FOLDER ITEM**

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

## **CITY COUNCIL MEETING MAY 17, 2022**

L.1 PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022-2023 PROPOSED BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM.

**PROCEDURES:**

- a. Open Public Hearing, take testimony; and
- b. Continue Public Hearing to June 7, 2022

**CONTACT:** JENNIFER PAUL, FINANCE DIRECTOR

**PUBLIC COMMUNICATION**

**From:** [Barbara Epstein](#)  
**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
**Subject:** Agenda 5/17/22 , City Council  
**Date:** Tuesday, May 17, 2022 3:08:40 PM

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CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Please forward to City Manager

# D-1

Dear Council, City Manager, and Staff,

I regret I cannot join you in person tonight, so I would like to join you by mail to welcome Supervisor Mitchell to our city. I am looking forward to us getting to know each other and working together.

#L-1

Budget

Parks and Community Gardens

Of course, I support funding parks and future Community Gardens to make up for what has been missing in past years. The first Community Garden in Alta Vista Park is a pilot project and will be small because of lack of space. There will be many more applications for the 26 space than can be filled, so residents in Districts 3, 4, or 5 look to the city to help find suitable space and funding for more public garden sites in their neighborhoods. I have been asking since 2017. Council people in D-3,4, and 5 were unresponsive in the past.

Permanent Low Income Housing

The Pallet Shelters are a good first step. Now is time to move forward to find funding and sites for very low income permanent housing.

#N-2

Harbor Amenities

We are on the right track. Let us move forward to seek plan and funding for major improvements, guided by resident input.

#N-5

Electric Charging

Let's do it!

#P-1

Charter

Our city will be transformed by re-thinking our charter. As it is now it is failing to serve the Public's interests. Our former city, for example, had the council members take turns being mayor. This one difference took hard politics and drama out of City Hall.

There are many more things we can change to make our government more responsive to its citizens. I will seek to discuss some ideas with Community Services, City Manager, and my councilman, in person.

Thank all of you, always, for all you do on our behalf.

I am grateful.

Barbara Epstein  
justbarb56@gmail.com

Sent from my iPad



# Administrative Report

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N.1., File # 22-4166

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**

**From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR**

## **TITLE**

DISCUSSION AND POSSIBLE ACTION ON THE SUBMITTAL OF A LETTER TO LOS ANGELES COUNTY SUPERVISOR HOLLY MITCHELL AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) REGARDING THE METRO C (GREEN) LINE EXTENSION TO TORRANCE PROJECT

## **EXECUTIVE SUMMARY**

At the March 15, 2022 City Council meeting a referral to staff was made for preparation of a letter to Los Angeles County Supervisor Holly Mitchell regarding the Green Line Extension to reiterate the preference of the route in Redondo Beach on an elevated track along Hawthorne Boulevard. This letter would follow the original letter the City submitted to Los Angeles County Metropolitan Transportation Authority (Metro) and, then, Supervisor Janice Hahn in March 2021 on the scope of the Draft Environmental Impact Report (DEIR) to be prepared for the project by Metro.

Staff brought this item for discussion at the May 3, 2022 City Council meeting. After reviewing the letter and the identified project issues, and in recognition that Metro had scheduled a follow up site visit for May 11, 2022, the City Council continued the item to May 17 to allow time for additional community feedback.

This agenda item allows the City Council to discuss the draft letter, incorporate additional site visit comments, recommend revisions, and consider authorizing its submittal to Supervisor Mitchell and Metro.

## **BACKGROUND**

A Revised and Recirculated Notice of Preparation (RRNOP) was distributed by Metro in January 2021 to solicit written comments from Responsible and Trustee Agencies, interested public agencies, and members of the public regarding the scope and content of the environmental analysis to be included in the DEIR to be prepared to assess the impacts pursuant to the California Environmental Quality Act (CEQA), including significant environmental issues and reasonable alternatives and mitigation measures, and other pertinent information. The original public review period stated in the RRNOP for when written comments were to be submitted was initially March 15, 2021 and was subsequently extended to March 29, 2021.

On March 16, 2021, the City Council authorized an official comment letter (attached) addressing community concerns with the alignment alternative along the existing rail right of way (ROW), and the

recommendation of an elevated alignment along Hawthorne Boulevard. That letter was submitted to Metro before the March 29, 2021 deadline.

Metro is the public agency that will carry out the project, and therefore is the Lead Agency for the project and will be charged with applying the appropriate CEQA process for completing and certifying the DEIR. Metro initially completed an Alternatives Analysis Study for this corridor in 2009, which studied transit alternatives along Metro-owned Harbor Subdivision right-of-way connecting downtown Los Angeles, LAX, and the Ports of Los Angeles and Long Beach. This study identified the C Line (Green) Extension from Redondo Beach to Torrance. On April 12, 2010, as Lead Agency, Metro prepared the Notice of Preparation (NOP) and determined that the Metro C Line (Green) Extension to Torrance Project may result in potentially significant environmental impacts and required the preparation of an Environmental Impact Report. After the initial NOP, the project was stalled due to lack of an available funding plan. Once funding was identified through the passage of Measure M in 2016, the project was ready to move forward and Metro reinitiated the project in 2017. During the reinitiated process the City of Redondo Beach issued a comment letter on July 18, 2018 regarding preferred alignment and elevation concerns (attached). On January 29, 2021, Metro issued the Revised and Recirculated Notice of Preparation of a DEIR.

The City of Redondo Beach is a Responsible Agency per CEQA, since the project may require approvals from the City, including Planning Commission Design Review, right-of-way permits, etc. As such, Redondo Beach City Council authorized an official comment letter on March 16, 2021 addressing community concerns with the possible alignment along the existing rail right of way (ROW), and the recommendation of an elevated alignment along Hawthorne Boulevard. These comments were to address the scope and content of the environmental analysis to be included in the DEIR. This was not a review of the project, but rather comments on the scope of the environmental analysis to be conducted.

Since the submittal of the City's March 16, 2021 scoping comment letter, due to census redistricting, Supervisor Holly Mitchell became the new representative for the City of Redondo Beach. To update Supervisor Mitchell on the community concerns for the ROW alignment in Redondo Beach, the City Council, on March 15, 2022, made a referral to staff to update her on the City's perspective on the project through the preparation of a letter and to invite her on a site visit with the City's elected officials and staff.

Since the referral, Metro held a site visit with the community on April 11, 2022, which drew approximately 50 residents and several local elected officials. At the May 3, 2022 City Council meeting, after discussing the letter, the issues that arose on April 11, 2022, and recognizing that Metro had an additional site visit scheduled for May 11, 2022, the City Council requested the item be returned on May 17 so any additional community feedback could be included. As expected, additional concerns were raised during the walkthroughs of the area, and are reflected in the updated draft letter to Supervisor Mitchell.

### **COORDINATION**

The report and draft letter have been coordinated with the Community Development Department, the Public Works Department, and the City Manager's Office.

### **FISCAL IMPACT**

The cost of preparing this report and draft letter is within the annual work program of the Public Works and Community Development Departments and the City Manager's Office, and is included in those Departments' portions of the adopted 2021-2022 Annual Budget.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Draft City of Redondo Beach Letter to Supervisor Mitchell for consideration on May 17, 2022
- City of Redondo Beach Comment Letter on Revised and Recirculated Notice of Preparation for the Metro C Line (Green) Extension to Torrance Project Dated March 16, 2021
- City of Redondo Beach Support Letter Green Line Alternative 3 Signed July 18, 2018



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May 17, 2022

Los Angeles County Supervisor  
Hon. Holly J. Mitchell  
500 West Temple Street, Ste. 866  
Los Angeles, CA 90012

Los Angeles County Supervisor  
Hon. Janice Hahn  
500 West Temple Street,  
Los Angeles, CA 90012

RE: Metro C Line (Green) Extension to Torrance Project Comments and Request

Dear Supervisor Mitchell:

On behalf of the City of Redondo Beach, please accept this letter as unified support of an elevated Hawthorne Boulevard alignment for the Metro C Line (fka Green Line) Extension to Torrance Project which would run along the historic Red Car route. We urge your honors not to gravitate to the Metro ROW alignment merely because it is the lowest cost alternative. As we detail below, the elevated Hawthorne Blvd. alignment is the most equitable, environmentally sound and the only alternative that promises to connect residents of Central Los Angeles County with the economic powerhouse coming to Redondo Beach along Hawthorne Blvd.

- I. Hawthorne Blvd alignment is the superior to the ROW alignment in all regards except as to cost, which should not drive monumental generational investments.

As part of its decision-making process, Metro is considering and studying through the DEIR, two potential alignments—the Metro railroad right-of-way (ROW) alignment, currently used by heavy rail, and the elevated Hawthorne Boulevard roadway alignment.<sup>1</sup> We hope that as Metro Board Members, you will take our feedback to heart as you render your decision on the C Line extension.

As a preliminary matter, we want you to know that L Catterton (the real-estate arm of LVMH) is about to invest nearly half a billion dollars in a mixed retail, 300-unit inclusionary apartment units, office space and a 150-room hotel at the same intersection that would serve as the Redondo Beach stop for the Hawthorne Blvd. alignment. Between the mall

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<sup>1</sup> Metro officials have told us that they are no longer considering an at-grade pathway down Hawthorne Blvd.

and other uses, L Catterton projects about 750 new, permanent jobs to come to the site. Only the elevated Hawthorne Blvd. alignment would deliver residents from the Willowbrook/Rosa Park station to all of the economic, family and medical centers along Hawthorne Blvd. by delivering them to its intersection with Artesia Blvd. The ROW alignment would deliver these residents to a residential neighborhood. If the County does not seize this monumental, once-in-a-generation opportunity to send the C Line down the most utile path, the C Line could be destined to demise for nonuse.

If located along Hawthorne Blvd., the C Line would also deliver residents from Redondo Beach, Lawndale, Torrance and Hawthorne conveniently to the Crenshaw/LAX Transit Project. If, however, the C Line is extended into our residential neighborhood along the ROW, the C Line would not serve as a central hub to move the masses efficiently to LAX. It would be a pity for government to have spent hundreds of millions of dollars improving LAX and installing a people mover, only to build a C Line extension that does not maximize ridership.

The City of Redondo Beach is united behind elevated Hawthorne Boulevard alignment since it addresses many of our residents' concerns regarding noise, vibration, resident/child safety, and other factors, as well as having an expeditious, speedy route to the Torrance Transit center which would likely bolster its usership at a time of Metro ridership decline. The Hawthorne Blvd. alignment would also revitalize local businesses through higher visibility and the creation of a vibrant destination for riders.

## II. The City is united behind the Hawthorne Blvd. alignment and against the ROW.

The City Council unanimously voted to reaffirm our recommendation of the elevated route along Hawthorne Blvd. We are very concerned for our mixed-income senior residents at the Breakwater Village. Breakwater Village was built along the Metro ROW in the early 2000's. It boasts 191 units covenanted for seniors. It includes 20 affordable units, including Section 8 housing. On May 11, 2022, we heard from elderly members of the Redondo beach community who talked about re-leveling the pictures on their wall every week due to the vibrations from the BNSF freight train that passes by Breakwater Village twice daily.

If you adopt the ROW alternative, Metro will relocate the BNSF freight train 15 feet closer to Breakwater Village. The residents are terrified about more cracks appearing on their property, the devaluation of their "nest eggs," and not being able to live out their golden years in peace and quiet. Imagine years – not months or weeks – of Metro construction within feet of your home. Peace and quiet is precisely what our seniors at Breakwater Village bargained for when they invested in their retirement homes there.

The same is true for the mixed-income residents of the Ruxton Place and Ruxton Ridge, that are home to 27 and 28 units, respectively. Metro staff declined to enter Ruxton Place. Had they done so, they would have seen firsthand the sink hole created by Shell's drilling on the Metro ROW. For over a year now that sinkhole has been fenced off; residents of the affordable units there do not have regular access to their front doors because the

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sinkhole persists.<sup>2</sup> The land subsidence that occurred at the Ruxton Place is merely symptomatic of the potential, serious hazards that could arise from heavy machinery and construction on the ROW so close to pre-existing, heavy residential developments. To date, Metro has not articulated confidence that the geology on the ROW would permit the C Line to be extended with no damaging effect on the dense residential developments adjacent to the ROW.

It's for these reasons and those stated below that we implore you to say "No" to the ROW. As noted previously in the Redondo Beach comments on the Notice of Preparation (NOP) of the Draft EIR in the March 16, 2021 letter (attached), the Metro railroad right-of-way (ROW) option is expected to have numerous devastating impacts on the 480+ Redondo Beach private homeowners who live directly adjacent to the ROW (some sharing property lines). Those adverse effects would persist whether the rail is at grade or made subterranean at certain roadways like 182nd Street (near Firmona Ave).

Based on the multi-year timeline needed to build the light rail within feet of where many of them sleep nightly, the negative impact that this will have on so many lives, including our seniors', simply cannot be understated. The City of Redondo Beach has expressed significant concerns about using the ROW for the C Line extension based on our understanding of the proposed project to date, including:

- Failure to equitably use tax dollars for the benefit of the maximum number of Angelenos from all over the County by directing the C Line extension down the alignment that would reach the greatest number of residents and garner higher ridership than implementing the ROW alternative;
- Failure to provide communities from the Willowbrook/Rosa Parks Metro stop areas to the South Bay job centers, medical offices and the economic powerhouses located along Hawthorne Blvd., including the soon to be totally revitalized South Bay Galleria, which will host about 750 new jobs, 300 new apartment units, 150 hotel rooms, office space and a modern, family-oriented mall;
- Concerns about drilling and excavating land used for numerous oil pipelines, for the construction of the partially subterranean light rail tracks;
- That there would be no time-savings associated by building the below-grade options on the ROW versus the elevated option on Hawthorne Blvd.;

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<sup>2</sup> We are thankful that staff from each of your offices have gotten to know about this issue. Jennifer LaMarque helped us get Shell's attention to the sinkhole in 2021, and Karishma Shamdasani visited the site and listened to considerably residents on May 11, 2022.

- The below grade ROW alternative would be constructed at about a 30-foot grade differential from the adjacent train track that runs heavy loads of hazardous oil down the ROW twice a day;
- Metro has not analyzed the suitability of the land on the ROW to have a heavy, hazardous-material carrying train running next to below-grade light rail. In fact, in 2020, Shell conducted drilling along the ROW near the Ruxton, that cause land subsidence in that residential development for our affordable housing residents;
- Noise and vibration from construction and operation.

On April 11, 2022, two Redondo Beach Council Members and I, Mayor Brand, met with more than 60 concerned community members as part of the *Walk with Metro* event. At that meeting, Metro presented new facts that escalated existing concerns regarding the ROW alternative, including the need to re-align the freight line (that hauls oil, cars, jet fuel, and other industrial materials) further west, closer to existing homes.<sup>3</sup>

On May 11, 2022, Council Members Obagi and Loewenstein, and Community Development Director Brandy Forbes met with two groups of over 100 residents total at Breakwater Village and the Ruxton developments, respectively. At those meetings, Metro staff attempted to assuage residents' concerns about devaluation of their homes by pointing to increased value in Culver City and other areas around the Metro stops. But, Culver City and other areas are distinguishable in that there were opportunities there and in Pasadena to build new development around the Metro stops that were designed to block out the noise and other disruptions posed by trains passing every 6 minutes.

In Redondo Beach however, the developments at Breakwater Village and Ruxton were built less than twenty years ago with no contemplation of Metro trains passing by every six minutes. Their relative young age shows that these buildings will not be replaced anytime soon. In addition, they already have sustained cracks and damages due to their proximity to the freight train that passes by only twice a day. Yet, in the ROW alignment, Metro proposes to move the fuel carrying trains closer to our residents' homes. That is not ok.

III. The City still has many questions that Metro has not answered.

The City requests that the following questions are addressed, at a minimum in the DEIR

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<sup>3</sup> Asked why they could not push the train tracks further east, one official answered that, around 182nd, that would put it too close to El Nido Park. But, putting it closer to homes should not be more ok than putting it closer to a park. On May 11, an engineer stated that pushing the freight train east would require Metro to take private property to the east of the ROW. Clearly, there are no good cost-effective options down the ROW alignment.

1. What are the standardized noise levels being used (federal or state guidelines)?
  - a. If the noise levels exceed certain levels, will Metro provide noise-proofing to surrounding homes like LAX does in El Segundo? This should be considered for both during construction and post-construction impacts.
  - b. Are the “ambient noise levels” greater for the freight train for the current position or the new position proposed after the freight rail realignment?
2. Since the freight line will be re-aligned, closer to the existing homes, what are the potential impacts of a derailment? If there is a derailment, what would the costs and impacts be to the City?
3. Are Police/Fire/EMT response times taken into account for the crossing on 182<sup>nd</sup> and the rail line, both during construction and after?
4. If the ROW alignment goes below grade at the crossing on 182<sup>nd</sup> and other intersections, how would the rail line retaining wall be structured to support the weight of the heavy freight on grade immediately next to the deep below-grade alignment (the representative on the tour mentioned needing to go as far as 30 feet or more below grade) for the Metro line to prevent soil subsidence issues we have seen elsewhere in the City?
5. Since the berms for the freight lines will be brought closer to private property, what is the plan for providing extra retaining walls, addressing sound, vibration, and accommodating proper drainage?
6. Will personal transportation improvements, including a bike path and pedestrian walkway still be implemented? And, if so, where in Redondo Beach?
7. Has the soil and or geology on the ROW been studied to determine that the ROW land could tolerate a heavy freight train carrying oil directly adjacent to a pair of 30' below-grade light rail tracks? And to tolerate the differential vibrations of both running contemporaneously adjacent to one another?

These comments have been reviewed and approved by the Redondo Beach City Council at their May 17, 2022 public meeting. If you or Metro have any questions regarding this comment letter, please contact Brandy Forbes, Community Development Director for the City of Redondo Beach at 310-318-0637 x2200 or [brandy.forbes@redondo.org](mailto:brandy.forbes@redondo.org). Thank you for your consideration of our comments.

Sincerely,

Mayor William Brand

Joined by:

Nils Nehrenheim  
Council Member, District 1

Todd Loewenstein  
Council Member, District 2

Christian Horvath  
Council Member, District 3

Zein E. Obagi, Jr.  
Council Member, District 4

Laura Emdee  
Council Member, District 5

CC: L.A. County Metro Board  
Mike Witzansky, City Manager  
Luke Smude, Assistant to the City Manager  
Brandy Forbes, Community Development Director  
Delores Roybal Saltarelli, Project Manager, LA County Metro

Attachments:

- City of Redondo Beach Support Letter Green Line Alternative 3 Signed July 18, 2018
- City of Redondo Beach Letter Submitting Comments on Revised and Recirculated Notice of Preparation Dated March 16, 2021
- City of Redondo Beach Land Use and Noise Regulations Pertaining to Proposed Alternatives



**Bill Brand**  
Mayor

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Redondo Beach, California 90277-0270  
[www.redondo.org](http://www.redondo.org)

tel 310 372-1171  
ext. 2260  
fax 310 374-2039

July 18, 2018

Mr. Phillip A. Washington  
Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012-2952

Dear Mr. Washington:

The Green Line extension to Torrance will bring much needed transportation infrastructure to our region. Each day thousands of commuters leave the South Bay and travel North for work or leisure, creating the congestion that consequently affects quality of life for all residing in the greater Los Angeles area.

On July 17, 2018, the Redondo Beach City Council received a report and voted unanimously supporting the submittal of this letter to your offices.

On behalf of the Redondo Beach City Council, we urge you and the Metro Board to proceed with a full project Environmental Impact Report (EIR) studying Alternative 3 in an elevated position. This would address many of our residents' concerns and allow the line to traverse a popular commercial corridor.

In the event the Metro Board chooses to study Alternatives 1 or 2, we would furthermore urge that the EIR address trenching in Redondo Beach, south of Grant Avenue, through the future RB transit center, under 182nd Street and along the existing Right of Way until it needs to ascend back up to the elevated track crossing Hawthorne/190th Street. While this is not the preferred route for our residents, we believe these suggested mitigations would be most beneficial to their quality of life and future traffic patterns along 182nd Street. Lastly, the City Council opposed and did not support further consideration of Alternative 4.

I would be happy to discuss the concerns and suggestions with you, staff and the Board Members. Thank you for your consideration.

Sincerely,

William C. Brand



**Bill Brand**  
Mayor

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March 16, 2021

Los Angeles County Metropolitan Transportation Authority (Metro)  
One Gateway Plaza  
Los Angeles, CA 90012  
ATTN: Dolores Roybal Saltarelli, Project Manager, Mail Stop 99-22-4

RE: Revised and Recirculated Notice of Preparation of a Draft Environmental Impact Report for the project entitled "Metro C Line (Green) Extension to Torrance Project"

Dear Ms. Roybal Saltarelli:

On behalf of the City of Redondo Beach, California, please accept this letter as the City's official written support of an elevated Hawthorne Boulevard alignment and comments in response to the Revised and Recirculated Notice of Preparation (NOP) for the Metro C Line (Green) Extension to Torrance Project. The City respectfully submits these comments to Metro, as the Lead Agency for the project, for consideration in the scope and content of the environmental analysis to be included in the Draft Environmental Impact Report (DEIR).

Metro has proposed the C Line (Green) Extension to Torrance Project, which would create a light rail transit option along a four-mile segment of the Harbor Subdivision Corridor (a freight rail line) from the existing Metro Redondo Beach Station to the under-construction Torrance Transit Park and Ride Regional Terminal (Torrance Transit Center) in Torrance, also encompassing the under-construction Redondo Beach Transit Center through two potential alignments (i.e. rail right-of-way alignment and Hawthorne Blvd. alignment). The extension will be served by the Metro C Line (Green) and future Crenshaw/LAX Transit Project. Metro's planning documents argue that this extension will provide alternatives to congestion along the I-405 corridor and will provide more transit options in the region by connecting the existing Metro Rail A (Blue) and E (Expo) Lines. Metro has proposed two alternative routes under consideration. The current alternatives are entitled Alternative 1: Metro Railroad Right-of-Way and Alternative 2: Hawthorne Boulevard.

**Alternative 2: Hawthorne Boulevard**

During the Alternatives Analysis study phase, the City submitted its comment letter dated July 18, 2018, to Phillip Washington, Metro's Chief Executive Officer, see attached, identifying alignment and grade preferences. In that letter, the Redondo

Beach City Council urged the Metro Board to proceed with a full EIR to study an elevated route along Hawthorne Blvd. This was a modified profile to Metro's initial Alternative 3, which was a largely at-grade route along Hawthorne Boulevard. The elevated alignment addressed many of the Redondo Beach residents' concerns regarding noise, vibration, safety, and other factors, as well as having a speedier route to the Torrance Transit center than Metro's at-grade alternative.

The Redondo Beach City Council re-affirms its recommendation of an elevated alternative along Hawthorne Blvd. Metro has now called Hawthorne Blvd Alternative 2, but the alignment is at grade. We would like to introduce the designation Alternative 2E: Hawthorne Boulevard Elevated, with the "E" signifying the revised elevated profile to be evaluated in the EIR.

### **Alternative 1: Metro Railroad Right-of-Way**

Please be advised that the City of Redondo Beach is opposed to Alternative 1, Metro Railroad Right-of-Way at grade option, due to its devastating impacts on the 200+ Redondo Beach private homeowners whose homes are positioned directly adjacent to the ROW and will be directly impacted by the drastic changes to many environmental factors that will affect their quality of life and the value of their property.

The City's July 18, 2018 letter stated that should Metro choose to study the existing rail right-of-way, the City urged that the EIR address trenching in Redondo Beach, south of Grant Avenue, through the future Redondo Beach Transit Center, under 182nd Street until it needs to ascend back up to the elevated track crossing at Hawthorne/190th. The City continues to request that this option be considered for the Metro Railroad Right-of-Way alternative.

### **Environmental Impacts**

Metro has identified potentially significant impacts which will be addressed in the DEIR, including Aesthetics, Agriculture/Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire. When evaluating these environmental impacts, the City requests that Metro further consider the following implications of the proposed project:

**Hazards and Hazardous Materials** - The right-of-way corridor currently contains multiple Liquid Petroleum pipelines that span the entire proposed passage, particularly the Shell Pipeline. These are marked throughout this right-of-way by hundreds of warning designations that read "WARNING PETROLEUM PIPELINE", with designations of no digging, excavation, and most important "HIGH PRESSURE PIPELINE". Wikipedia identifies this substance as such; "Liquefied petroleum gas (LPG or LP gas), is a flammable mixture of hydrocarbon gases used as fuel in heating appliances, cooking equipment, and vehicles. It is a mixture of 48% propane, 50% butane, and 2% pentane." These are highly flammable substances.

The addition of added "light-rail" train lines that run frequently and utilize a high-voltage open connection for propulsion must be studied and certified as safe by all parties. Failure on this single issue can reap destruction far beyond the city's residents. Furthermore, currently there is a train that runs through this right-of-way corridor which primarily transports liquid petroleum. With the added pounding and vibration and the addition of high-voltage tresses to support train power coupled with the exposure to high-risk flammable materials both below ground and above ground, there is no room for inaccuracy or even understatement in the DEIR report.

**Noise and Vibration** - Noise and vibration, both during construction and operations, on the adjacent 200+ privately owned residential properties will be a significant issue to homeowners and residents throughout this corridor. The current train runs twice daily, with very few numbers of rail cars. Though loud for a minute, the daily round trip does not impact property values or quality of life. Alternative 1: Metro Railroad Right-of-Way would introduce a frequency to the corridor that would greatly impact both.

The proposed line in Alternative 1: Metro Railroad Right-of-Way would shift the current rail lines closer to residential properties in order to create space for both the light-rail and freight rail lines within the same right-of-way. Residential neighborhoods will be besieged by additional bells, dings, and loud noises from the operations of both freight and light rail through multiple crossings where there exist private residential properties. The frequency of trains has been estimated to be every 7-10 minutes.

The City of Redondo Beach requests that Metro fully evaluate the noise and vibration impacts of the project on all adjacent land uses, both during construction and in perpetuity through operations. In addition to the noise and vibration levels, the EIR should also evaluate the impact of the increase in frequency from the current baseline situation in the Metro Railroad Right-of-Way alternative. City of Redondo Beach noise ordinances should be considered as part of the EIR (see attached).

**Land Use and Planning** - Parking availability is a significant concern throughout Redondo Beach and the alternative locations for the light rail station to be located in the City are no exception. The City requests that Metro include evaluation of parking demand impacts to public parking near the proposed stations. The City also requests that Metro maintain all parking at the existing Redondo Green Line transit station on Marine, both during construction and after completion of the extension project.

Additionally, related to land use and planning, although safety/security was not listed as being studied for potentially significant impacts, the City requests that Metro include an evaluation of safety and security impacts to neighboring property owners along the line and near the proposed stations. This safety and security evaluation should also evaluate the impacts on additional police and fire resources necessary to address safety issues.

**Public Services** - The City is currently constructing a bus transit center on Kingsdale Avenue to replace the existing facility that is about one quarter mile to the north. The under-construction Redondo Beach Transit Center will serve passengers from at least four municipal bus operators. Alternative 2: Hawthorne Boulevard, a light rail station placed on the Hawthorne alignment alternative will be some distance away from the under-construction Redondo Beach Transit Center. Alternative 1: Metro Railroad Right-of-Way alignment adjacent to the under-construction Redondo Beach Transit Center would seem to address pedestrian connectivity between the two modes of travel, yet needs to address the City concerns with vertical alignment as outlined in our July 18, 2018 letter.

The City requests that Metro include evaluation of pedestrian and other forms of active transportation connectivity between the under-construction Redondo Beach Transit Center and each of the alternative station locations. These evaluations should address how the distance between the new facilities may impact ridership, the impacts on riders making transfers, and the impacts of vehicle solutions (e.g. shuttles) to area congestion. Due to its proximity, the evaluation should also consider accessibility to The Galleria for elderly and disabled riders. The City has a safety concern that project-driven by new congestion on Kingsdale and 182nd will impact the safety of the elderly and disabled trying to access shopping and dining. The City has a similar safety concern for children traveling to and from school in the project's vicinity.

**Transportation** - The City is an active supporter of alternative modes of transportation, including pedestrian, cycling and other forms of active transportation and is studying development of a slow vehicle network. The City requests that Metro include evaluation of opportunities to integrate and address impacts to these alternate modes of transportation along the line and near the proposed stations. However, the City is concerned parts of the ROW have insufficient width, especially when considering the utility lines (gas and petroleum) and the privacy for the many residential homeowners lining the ROW. As the City does support alternative modes of transportation, there is a significant amount of pedestrian and bicycle traffic from nearby neighborhoods to the local schools. Metro should evaluate any impediments or safety impacts that the alignments would have on these safe routes to schools.

The DEIR should also consider the construction vehicle impacts on road conditions for all types of private vehicle use.

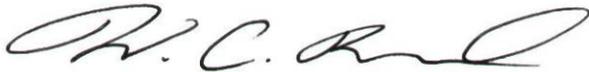
### **Other Issues to Address**

In addition to the environmental issues listed above, the City requests that Metro consider the following aesthetic and land use/planning comments related to the project. As noted in the NOP, Metro is evaluating land use and planning impacts. Please consider the Redondo Beach public art requirements and land use regulations that may be required for the alternatives being considered. The City of Redondo Beach does have a public art requirement (1% of project cost) for projects of a certain size. Metro

should evaluate these requirements and address in the project planning as necessary. As for land use, please review the attached zoning and other regulations that may pertain to the proposed alternatives for any necessary inclusion in the DEIR.

These comments have been reviewed and approved by the Redondo Beach City Council at their March 16, 2021 public meeting. If Metro has any questions regarding this comment letter, please contact Community Development Director Brandy Forbes at (310) 318-0637 x2200 or via email at [brandy.forbes@redondo.org](mailto:brandy.forbes@redondo.org). Thank you for the consideration of our comments.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Brand", written in a cursive style.

Mayor William Brand

CC: City Council Members, City of Redondo Beach  
Joe Hoefgen, City Manager  
Brandy Forbes, Community Development Director

Attachments:

- City of Redondo Beach Support Letter Green Line Alternative 3 Signed July 18, 2018
- City of Redondo Beach Land Use and Noise Regulations Pertaining to Proposed Alternatives



**Bill Brand**  
Mayor

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July 18, 2018

Mr. Phillip A. Washington  
Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012-2952

Dear Mr. Washington:

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On July 17, 2018, the Redondo Beach City Council received a report and voted unanimously supporting the submittal of this letter to your offices.

On behalf of the Redondo Beach City Council, we urge you and the Metro Board to proceed with a full project Environmental Impact Report (EIR) studying Alternative 3 in an elevated position. This would address many of our residents' concerns and allow the line to traverse a popular commercial corridor.

In the event the Metro Board chooses to study Alternatives 1 or 2, we would furthermore urge that the EIR address trenching in Redondo Beach, south of Grant Avenue, through the future RB transit center, under 182nd Street and along the existing Right of Way until it needs to ascend back up to the elevated track crossing Hawthorne/190th Street. While this is not the preferred route for our residents, we believe these suggested mitigations would be most beneficial to their quality of life and future traffic patterns along 182nd Street. Lastly, the City Council opposed and did not support further consideration of Alternative 4.

I would be happy to discuss the concerns and suggestions with you, staff and the Board Members. Thank you for your consideration.

Sincerely,

William C. Brand

## **ATTACHMENT: City of Redondo Beach Land Use and Noise Regulations Pertaining to Proposed Alternatives**

The following discussion outlines some of the City of Redondo Beach's zoning regulations for the project alignment alternatives, as well as a discussion of the entitlement criteria for Planning Commission Design Review. To the extent that the DEIR does not address some of the Design Review criteria, Metro should be prepared to provide additional evidence as part of the project's entitlement process/applications.

Metro may also need to submit a Landscape and Irrigation Plan (RBMC 10-2.1900), as well as an application for Sign Review (RBMC § 10- 2.1800 et seq), and permits related to the Building Division and Engineering Division. Additionally, if there are improvements required in a municipality's right of way, permits may be required for that work from the Engineering Department of the respective municipality or Caltrans.

While vehicular Level of Service (LOS) was phased out from CEQA pursuant to Senate Bill 743, the City requests that Metro consider the project's effects on vehicular circulation and level of service (LOS) for any signalized intersection from at least a planning perspective to comply with the City of Redondo Beach's General Plan Circulation Element Goals and Policies. Metro should also ensure that it is able to demonstrate compliance with the City's parking standards discussed under RBMC § 10-2.1700 et seq., including providing adequate parking during all phases of the project, particularly during construction.

The City also requests that Metro condition the project approval upon preparation and implementation of a Construction Management Plan (CMP). The City of Redondo Beach traditionally requires a CMP as a standard condition of approval for larger projects similar to the Metro project. If Metro would like a sample CMP to see the various components, please reach out to the City's contact listed at the end of the letter.

### **Applicable Zoning Criteria of P-ROW Zone (right-of-way) and I-1B (industrial)**

The Metro project alternative alignments appear to be located largely upon a property zoned P-ROW (right-of-way). Metro should be aware of the specific purposes of this zone listed in the Redondo Beach Municipal Code (RBMC) § 10-2.1100, and the Metro C Line (Green) Extension to Torrance Project should comply with the RBMC § 10-2.1111 "Specific purposes, P public and institutional zones" and RBMC § 10-2.1115 "Development standards: P-ROW right-of-way zone" as noted below:

#### **10-2.1111 Additional land use regulations, P public and institutional zones.**

(a) **Recreation and Parks Commission Review, P-PRO zone.** In the P-PRO parks, recreation, and open space zone, all applications for uses and development shall be referred to the Recreation and Parks Commission for its study and recommendations before submission to the appropriate decision-making body.

(b) **Recreational uses, P-ROW zone.** In the P-ROW right-of-way zone, recreational uses shall be limited to only passive type uses.

(c) **Accessory uses and structures.**

(1) **Development standards.** Permitted accessory uses and structures, including, but not limited to, storage sheds, maintenance buildings, lighting fixtures, view decks, rest rooms, flag poles, and concession stands, shall be subject to the height, setback, and floor area ratio standards of the zone in which it is located, except that height and setback standards may be modified subject to Planning Commission Design Review. In zones where no height standard is specified, permitted accessory uses and structures exceeding a height of thirty (30) feet shall be subject to Planning Commission Design Review, except that flag poles, lighting fixtures, and similar structures which do not contain floor area and which exceed a height of thirty (30) feet may be approved by the Community Development Director. In zones where no maximum floor area ratio is specified, any building exceeding 1,000 square feet shall be subject to Planning Commission Design Review.

**10-2.1115 Development standards: P-ROW right-of-way zone.**

(a) **Floor area ratio.** The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 0.1 (see definition of floor area ratio in Section 10-2.402).

(b) **Building height.** No building or structure shall exceed a height of fifteen (15) feet (see definition of building height in Section 10-2.402).

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

(d) **Setbacks.**

(1) There shall be a minimum setback of twenty (20) feet from any property line abutting a street.

(2) There shall be a minimum setback of five (5) feet from any property line not abutting a street.

(e) **General regulations.** See Article 3 of this chapter.

(f) **Parking regulations.** See Article 5 of this chapter.

(g) **Sign regulations.** See Article 6 of this chapter.

(h) **Landscaping regulations.** See Article 7 of this chapter.

(i) **Procedures.** See Article 12 of this chapter.

Additionally, the Metro C Line (Green) Extension to Torrance Project current Alternative 2: Hawthorne Boulevard may have parcels located in the I-1B zone. For that portion of the project site located on the I-1B zoned property, Metro should be aware that railroad uses are not an allowed/permitted use in this zone.

**Entitlement Criteria at Planning Commission**

Redondo Beach Municipal Code § 10-2.2502 includes the requirements for review and criteria for Planning Commission Design Review, as follows:

## **10-2.2502 Planning Commission Design Review.**

(a) **Purpose.** Planning Commission Design Review is established to ensure compatibility, originality, variety, and innovation in the architecture, design, landscaping, and site planning of developments in the community. The provisions of this section will serve to protect property values, prevent the blight and deterioration of neighborhoods, promote sound land use, encourage design excellence, and protect the overall health, safety, and welfare of the City. The Planning Commission shall review:

(1) **New construction, in all zones except for the W Waterfront and CC Catalina Corridor zones.**

a. Any new commercial, industrial, mixed use or public development of any size on a vacant site involving more than 10,000 square feet of land;

(b) **Criteria.** The following criteria shall be used in determining a project's consistency with the intent and purpose of this section:

(1) **User impact and needs.** The design of the project shall consider the impact and the needs of the user in respect to circulation, parking, traffic, utilities, public services, noise and odor, privacy, private and common open spaces, trash collection, security and crime deterrence, energy consumption, physical barriers, and other design concerns.

(2) **Relationship to physical features.** The location of buildings and structures shall respect the natural terrain of the site and shall be functionally integrated with any natural features of the landscape to include the preservation of existing trees, where feasible.

(3) **Consistency of architectural style.** The building or structure shall be harmonious and consistent within the proposed architectural style regarding roofing, materials, windows, doors, openings, textures, colors, and exterior treatment.

(4) **Balance and integration with the neighborhood.** The overall design shall be integrated and compatible with the neighborhood and shall strive to be in harmony with the scale and bulk of surrounding properties.

(5) **Building design.** The design of buildings and structures shall strive to provide innovation, variety, and creativity in the proposed design solution. All architectural elevations shall be designed to eliminate the appearance of flat façades or boxlike construction:

a. The front façade shall have vertical and horizontal offsets to add architectural interest to the exterior of the building and where possible, bay windows and similar architectural projections shall be used.

b. The roof planes of the building, as well as the building shape, shall be varied where feasible, and a visible and significant roof line shall be used to soften the vertical mass.

c. Harmonious variations in the treatment or use of wall materials shall be integrated into the architectural design.

(6) **Signs.** Signs and sign programs shall meet the criteria established in Sign Regulation Criteria, Section 10-2.1802.

(7) **Consistency with residential design guidelines.** The project shall be consistent with the intent of residential design guidelines adopted by resolution of the City Council.

(8) **Conditions of approval.** The conditions stated in the resolution or design considerations integrated into the project shall be deemed necessary to protect the public health, safety, and general welfare. Such conditions may include, but shall not be limited to:

- a. Changes to the design of buildings and structures;
- b. Additional setbacks, open spaces, and buffers;
- c. Provision of fences and walls;
- d. Street dedications and improvements, including service roads and alleys;
- e. The control of vehicular ingress, egress, and circulation;
- f. Sign requirements or a sign program, consistent with the Sign Regulations Criteria in Section 10-2.1802;
- g. Provision of landscaping and the maintenance thereof;
- h. The regulation of noise, vibration, odor and the like;
- i. Requirements for off-street loading facilities;
- j. Removal of existing billboards on the site, subject to the findings required by Section 10-2.2006(b)(7);
- k. Such other conditions as will make possible the development of the City in an orderly and efficient manner and in conformity with the intent and purposes set forth in this chapter and the General Plan.

**4-24.301 Maximum permissible sound levels by land use categories.**

The noise standards for the various categories of land use districts identified shall be the higher of either the presumed or actual measured ambient and shall apply to all such property within a designated category as follows:

Receiving Land Use District Category	Time Period	Presumed Ambient Level (dBA)
Low Density	10:00 p.m. to 7:00 a.m.	45
Residential R-1-A, R-1, R-2, P-D-R,	7:00 a.m. to 10:00 p.m.	50

<b>Receiving Land Use District Category</b>	<b>Time Period</b>	<b>Presumed Ambient Level (dBA)</b>
P-U-D Overlay		
Medium Density	10:00 p.m. to 7:00 a.m.	50
Residential R-3, R4, P-D-R, P-U-D Overlay	7:00 a.m. to 10:00 p.m.	55
High Density	10:00 p.m. to 7:00 a.m.	55
Residential R-5, R-6, P-D-R, P-U-D Overlay, C-I	7:00 a.m. to 10:00 p.m.	60
Commercial NSC,	10:00 p.m. to 7:00 a.m.	60
CSC, GC, P-D-C	7:00 a.m. to 10:00 p.m.	65
Industrial P-D-I	10:00 p.m. to 7:00 a.m.	60
	7:00 a.m. to 10:00 p.m.	65
Industrial P-I	10:00 p.m. to 7:00 a.m.	70
	7:00 a.m. to 10:00 p.m.	70

As indicated above, the presumed ambient levels in the Planned Development Residential (P-D-R) and the Planned Unit Development (P-U-D) Overlay land use districts are categorized so as to be consistent with the actual density of the development. The presumed ambient levels for the Planned Development (P-D) and the Civic Center (C-C) land use districts shall be consistent with those established for the lowest adjacent land use district.

(a) Correction for time characteristics. No person shall operate, or cause to be operated, any source of sound at any location within the City or allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person which causes the noise level when measured on any other property to exceed:

(1) The noise standard of the receiving land use district for a cumulative period of more than thirty (30) minutes in any hour; or

(2) The noise standard of the receiving land use district plus five (5) dB for a cumulative period of more than fifteen (15) minutes in any hour; or

(3) The noise standard of the receiving land use district plus ten (10) dB for a cumulative period of more than five (5) minutes in any hour; or

(4) The noise standard of the receiving land use district plus fifteen (15) dB for a cumulative period of more than one minute in any hour; or

(5) The noise standard of the receiving land use district plus twenty (20) dB for any period of time.

(b) Levels exceeding the noise limit categories. If the measured ambient level exceeds that permissible as set forth in subsections (1), (2), (3), and (4) of subsection (a) of this section, the allowable noise exposure standard shall be increased in five (5) dB increments as appropriate to encompass or reflect such ambient noise level. In the event the ambient noise level exceeds the noise level set forth in subsection (5) of subsection (a) of this section, the maximum allowable noise level shall be increased to reflect the maximum ambient noise level.

(c) Correction for location of noise source. If the measurement location is on a boundary between two (2) different land use district categories, the noise level limit applicable to the lower land use district category, plus five (5) dB shall apply.

(d) Correction for ambient noise levels when alleged offending sources cannot be shut down. If possible, the ambient noise shall be measured at the same location along the property line utilized in subsection (a) of this section with the alleged offending noise source inoperative. If for any reason the alleged offending noise source cannot be shut down, then the ambient noise shall be estimated by performing a measurement in the same general area of the source, but at a sufficient distance such that the offending noise from the source is inaudible. If the difference between the noise levels with the noise source operating and not operating, with the utilization of either of the above-described methods of measurement, is six (6) dB or greater, then the noise measurement of the alleged source can be considered valid.

(e) Correction for character of sound. In the event the alleged offensive noise contains a steady audible tone, such as a whine, screech, or hum, or is a repetitive noise, such as hammering or riveting, the standard limits set forth in this section shall be reduced by five (5) dB. (§ 1, Ord. 2183 c.s., eff. August 11, 1976)



# Administrative Report

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N.2., File # 22-3915

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL  
**From:** GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT  
DIRECTOR

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE REQUEST FOR PROPOSALS (RFP) FOR THE SOLICITATION OF DESIGN FIRMS FOR THE RENOVATION AND REHABILITATION OF THE SEASIDE LAGOON

## **EXECUTIVE SUMMARY**

In May 2021, the Mayor and City Council worked with State Legislators to obtain funding for the reconstruction of Seaside Lagoon. In July 2021, Governor Gavin Newsom signed the state's budget, which included an appropriation of \$10 million for the Seaside Lagoon. On September 7, 2021 the City Council, after considering proposals from two consultants, directed staff to initiate and prepare a Request for Proposals ("RFP") for an expanded solicitation of aquatic/landscape design firms for the preparation of final design documents and construction plans and specifications for the rehabilitation of Seaside Lagoon.

Staff has prepared the draft RFP and is seeking direction from the City Council to move forward with the RFP process and distribute the RFP to qualified consultants. Once received, responses to the RFP will be evaluated and a recommendation made to the City Council for design contract approval.

## **BACKGROUND**

The City Council has made revitalization of the Redondo Beach waterfront a strategic priority for many years. The Council adopted an Asset Management Plan for the Waterfront in 2007, and a Harbor Enterprise Business Plan in 2010. In addition, the City of Redondo Beach is currently working on a planning effort to establish a framework to improve and enhance various public amenities within the City's waterfront, commonly referred to as King Harbor. Key to the revitalization effort is the need to upgrade or replace many of the public amenities within the Waterfront. These public amenities serve as the footprint around which other revitalization activities occur, including the attraction of private investment to the waterfront to improve the commercial offerings available to residents and visitors.

Seaside Lagoon is one component of the waterfront. It is a one-of-a-kind, multi-purpose regional serving aquatics and special events facility located on state owned land in Redondo's King Harbor. The Lagoon serves hundreds of thousands of visitors each year, approximately 80% of which are from communities outside Redondo Beach, the vast majority coming from inland Los Angeles

communities such as Hawthorne, Gardena, Inglewood, and other cities that do not have access to coastal recreational amenities.

The Seaside Lagoon's infrastructure is wholly unique and is fed by ocean water that is piped through the AES powerplant to cool its turbines, chlorinated before entering the lagoon to meet County public health requirements and then de-chlorinated before being discharged into the Harbor in order to meet strict State and Federal standards related to water quality. Though this method of bringing water to the Lagoon was innovative at the time of its construction, the City now faces challenges maintaining antiquated and obsolete infrastructure in order to meet County Department of Health standards and the increasingly strict ocean discharge requirements. The Seaside Lagoon's inadequate infrastructure limits the operation of the Seaside Lagoon to only four months per year.

The proposed Seaside Lagoon project is expected to rehabilitate the over 60-year old facility; reduce environmental impacts by eliminating water discharge into the ocean and thereby eliminating the Regional Water Quality Control Board's Waste Discharge Requirements & Permit; enhance the facility's recreation aquatic amenities; and reconfigure the property to allow for significantly increased year-round use and special events. The overall cost of the effort is estimated to be between \$25 to \$30 million, inclusive of design, environmental review, permitting, public outreach and construction.

The draft RFP requests consultant services to develop two (2) designs for the Seaside Lagoon, inclusive of all pre- and final-design work, environmental review, permitting, public outreach and construction. One of the designs is intended to focus on a complete reconstruction of the Lagoon, allowing for a total transformation and modernization of the facility based on community feedback. The second design would focus on a rehabilitation project that remodels the existing Lagoon to enhance and modernize the facility's existing features. Upon closure of the RFP application submittal period, staff will review all of the consultant proposals and return to City Council with a recommended contract for consideration of approval.

The selected contractor will be required to closely monitor the planning efforts regarding the current King Harbor Public Amenities Master Plan. Specific to the Seaside Lagoon, this Public Amenities Plan is focused on determining the overall size and positioning of the Lagoon including adjacent uses and related constraints. This plan is scheduled to be completed in September 2022. The outcome of the Public Amenities Plan visioning effort would serve to identify the community's preferred uses, anticipated public demand, and the site's technical constraints and should provide a starting point for the consultant's design work.

The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.

The draft RFP sets forth a scope of work that includes the following primary tasks:

- A review of existing conditions and data, including planning documents, technical studies, and design work conducted to date for various waterfront public amenities.
- Establish and collaborate with a working committee that includes representation from the

Harbor Commission, the boating community, leaseholders, and City staff. The goal of the Working Committee is to streamline the initial phases of planning and to develop early plans that can be shared with the community through a series of community workshops.

- Develop a Community Participation Plan that includes a strategy to facilitate public participation throughout the entire process, and takes into consideration the community engagement efforts completed to date;
- The project involves the preparation of two (2) designs by each prospective consultant that includes a reconstruction of the Lagoon, allowing for a complete redesign that would transform the facility's key features based on community feedback and a second design that focus' on rehabilitating the current facility to upgrade/repair existing equipment and systems. Both design concepts should:
  - Incorporate necessary equipment that allows the facility to operate efficiently and within Los Angeles County Health Care water quality standards;
  - Incorporate the vision of Seaside Lagoon as reviewed per the Public Amenities Plan, inclusive of future preferred uses, design, and the lay-out of Seaside Lagoon, including its use as a public event space year-round;
  - Eliminate the facility's existing water discharge to the Harbor and convert the Lagoon to a "closed-loop water recirculation system";
  - Incorporate community feedback and input on key facility elements and attractions in the designs;
  - Include a cost estimate for each option, inclusive of site preparation work, design, environmental review, permitting, public outreach, and construction.
- Craft an Implementation Strategy for the design that assists the City in identifying potential funding sources for the improvements including prospective grants and loans.
- Preparation of final design drawings and construction plans and specifications, and assistance with environmental review, permitting, public outreach, and construction oversight.

### Next Steps

Once the RFP is authorized for release by City Council, staff will directly solicit to known national and international aquatic/landscape design firms. Additionally, the RFP will be published on website databases that specialize in notifying architect and engineering firms worldwide of upcoming public agency projects. These sites include the American Society of Landscape Architects and Integrated Marketing Systems (IMS).

Once the proposals are received by the City, staff will evaluate the firms and make a contract recommendation for the firm that has proposed the best combination of qualifications and experience, technical competence, methodology, references, and cost. The design effort is anticipated to take approximately nine months from contract execution to complete, with the final three months dedicated to public meetings with the Harbor Commission and City Council.

### COORDINATION

The Waterfront and Economic Development Department Coordinated the preparation of this report with the City Manager's Office, Community Services Department, and the Public Works Department.

### FISCAL IMPACT

In addition to the \$10,000,000 of state funding approved for construction of the new Seaside Lagoon,

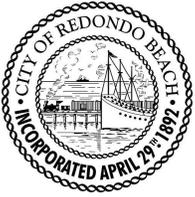
the City Council has appropriated \$1,050,000 from the Harbor Tidelands Fund for facility visioning and final project design.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

Exhibit A - Draft Request for Proposals for Seaside Lagoon Rehabilitation



# Administrative Report

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N.2., File # 22-3915

Meeting Date: 5/17/2022

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**To:** MAYOR AND CITY COUNCIL  
**From:** GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT  
DIRECTOR

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE REQUEST FOR PROPOSALS (RFP) FOR THE SOLICITATION OF DESIGN FIRMS FOR THE RENOVATION AND REHABILITATION OF THE SEASIDE LAGOON

## **EXECUTIVE SUMMARY**

In May 2021, the Mayor and City Council worked with State Legislators to obtain funding for the reconstruction of Seaside Lagoon. In July 2021, Governor Gavin Newsom signed the state's budget, which included an appropriation of \$10 million for the Seaside Lagoon. On September 7, 2021 the City Council, after considering proposals from two consultants, directed staff to initiate and prepare a Request for Proposals ("RFP") for an expanded solicitation of aquatic/landscape design firms for the preparation of final design documents and construction plans and specifications for the rehabilitation of Seaside Lagoon.

Staff has prepared the draft RFP and is seeking direction from the City Council to move forward with the RFP process and distribute the RFP to qualified consultants. Once received, responses to the RFP will be evaluated and a recommendation made to the City Council for design contract approval.

## **BACKGROUND**

The City Council has made revitalization of the Redondo Beach waterfront a strategic priority for many years. The Council adopted an Asset Management Plan for the Waterfront in 2007, and a Harbor Enterprise Business Plan in 2010. In addition, the City of Redondo Beach is currently working on a planning effort to establish a framework to improve and enhance various public amenities within the City's waterfront, commonly referred to as King Harbor. Key to the revitalization effort is the need to upgrade or replace many of the public amenities within the Waterfront. These public amenities serve as the footprint around which other revitalization activities occur, including the attraction of private investment to the waterfront to improve the commercial offerings available to residents and visitors.

Seaside Lagoon is one component of the waterfront. It is a one-of-a-kind, multi-purpose regional serving aquatics and special events facility located on state owned land in Redondo's King Harbor. The Lagoon serves hundreds of thousands of visitors each year, approximately 80% of which are from communities outside Redondo Beach, the vast majority coming from inland Los Angeles

communities such as Hawthorne, Gardena, Inglewood, and other cities that do not have access to coastal recreational amenities.

The Seaside Lagoon's infrastructure is wholly unique and is fed by ocean water that is piped through the AES powerplant to cool its turbines, chlorinated before entering the lagoon to meet County public health requirements and then de-chlorinated before being discharged into the Harbor in order to meet strict State and Federal standards related to water quality. Though this method of bringing water to the Lagoon was innovative at the time of its construction, the City now faces challenges maintaining antiquated and obsolete infrastructure in order to meet County Department of Health standards and the increasingly strict ocean discharge requirements. The Seaside Lagoon's inadequate infrastructure limits the operation of the Seaside Lagoon to only four months per year.

The proposed Seaside Lagoon project is expected to rehabilitate the over 60-year old facility; reduce environmental impacts by eliminating water discharge into the ocean and thereby eliminating the Regional Water Quality Control Board's Waste Discharge Requirements & Permit; enhance the facility's recreation aquatic amenities; and reconfigure the property to allow for significantly increased year-round use and special events. The overall cost of the effort is estimated to be between \$25 to \$30 million, inclusive of design, environmental review, permitting, public outreach and construction.

The draft RFP requests consultant services to develop two (2) designs for the Seaside Lagoon, inclusive of all pre- and final-design work, environmental review, permitting, public outreach and construction. One of the designs is intended to focus on a complete reconstruction of the Lagoon, allowing for a total transformation and modernization of the facility based on community feedback. The second design would focus on a rehabilitation project that remodels the existing Lagoon to enhance and modernize the facility's existing features. Upon closure of the RFP application submittal period, staff will review all of the consultant proposals and return to City Council with a recommended contract for consideration of approval.

The selected contractor will be required to closely monitor the planning efforts regarding the current King Harbor Public Amenities Master Plan. Specific to the Seaside Lagoon, this Public Amenities Plan is focused on determining the overall size and positioning of the Lagoon including adjacent uses and related constraints. This plan is scheduled to be completed in September 2022. The outcome of the Public Amenities Plan visioning effort would serve to identify the community's preferred uses, anticipated public demand, and the site's technical constraints and should provide a starting point for the consultant's design work.

The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.

The draft RFP sets forth a scope of work that includes the following primary tasks:

- A review of existing conditions and data, including planning documents, technical studies, and design work conducted to date for various waterfront public amenities.
- Establish and collaborate with a working committee that includes representation from the

Harbor Commission, the boating community, leaseholders, and City staff. The goal of the Working Committee is to streamline the initial phases of planning and to develop early plans that can be shared with the community through a series of community workshops.

- Develop a Community Participation Plan that includes a strategy to facilitate public participation throughout the entire process, and takes into consideration the community engagement efforts completed to date;
- The project involves the preparation of two (2) designs by each prospective consultant that includes a reconstruction of the Lagoon, allowing for a complete redesign that would transform the facility's key features based on community feedback and a second design that focus' on rehabilitating the current facility to upgrade/repair existing equipment and systems. Both design concepts should:
  - Incorporate necessary equipment that allows the facility to operate efficiently and within Los Angeles County Health Care water quality standards;
  - Incorporate the vision of Seaside Lagoon as reviewed per the Public Amenities Plan, inclusive of future preferred uses, design, and the lay-out of Seaside Lagoon, including its use as a public event space year-round;
  - Eliminate the facility's existing water discharge to the Harbor and convert the Lagoon to a "closed-loop water recirculation system";
  - Incorporate community feedback and input on key facility elements and attractions in the designs;
  - Include a cost estimate for each option, inclusive of site preparation work, design, environmental review, permitting, public outreach, and construction.
- Craft an Implementation Strategy for the design that assists the City in identifying potential funding sources for the improvements including prospective grants and loans.
- Preparation of final design drawings and construction plans and specifications, and assistance with environmental review, permitting, public outreach, and construction oversight.

### Next Steps

Once the RFP is authorized for release by City Council, staff will directly solicit to known national and international aquatic/landscape design firms. Additionally, the RFP will be published on website databases that specialize in notifying architect and engineering firms worldwide of upcoming public agency projects. These sites include the American Society of Landscape Architects and Integrated Marketing Systems (IMS).

Once the proposals are received by the City, staff will evaluate the firms and make a contract recommendation for the firm that has proposed the best combination of qualifications and experience, technical competence, methodology, references, and cost. The design effort is anticipated to take approximately nine months from contract execution to complete, with the final three months dedicated to public meetings with the Harbor Commission and City Council.

### COORDINATION

The Waterfront and Economic Development Department Coordinated the preparation of this report with the City Manager's Office, Community Services Department, and the Public Works Department.

### FISCAL IMPACT

In addition to the \$10,000,000 of state funding approved for construction of the new Seaside Lagoon,

the City Council has appropriated \$1,050,000 from the Harbor Tidelands Fund for facility visioning and final project design.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

Exhibit A - Draft Request for Proposals for Seaside Lagoon Rehabilitation

**CITY OF REDONDO BEACH  
COMMUNITY SERVICES DEPARTMENT**

**Request for Proposals**

**#2122-017**

**Visioning and Designs for the Renovation and Rehabilitation  
of the City of Redondo Beach's Seaside Lagoon**



**RFP Issued:**

**Proposals Due:**

Proposals Must Be Delivered To:  
City of Redondo Beach – City Clerk  
415 Diamond Street, Door 1  
Redondo Beach, CA 90277

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## **ANNOUNCEMENT OF REQUEST FOR PROPOSALS**

### **REQUEST FOR PROPOSALS #2122-017 FOR VISIONING AND DESIGN FOR THE RECONSTRUCTION OF CITY REDONDO BEACH SEASIDE LAGOON**

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced aquatic design firms to provide two (2) conceptual design options for the renovation and rehabilitation of the City of Redondo Beach's Seaside Lagoon to the City Council. One design will focus on a major renovation of the Lagoon, allowing a complete redesign that would transform and modernize the facilities key elements. The prospective consultants will also submit a second design to focus on a rehabilitation project that remodels the existing facility to enhance and modernize existing equipment and systems. Upon closure of the RFP application submittal period, staff will review all of the proposals and return to City Council with a recommended contractor for consideration by City Council. The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.

**NOTICE IS HEREBY GIVEN** that the City of Redondo Beach, California, will receive proposals for performing the following:

#### **City of Redondo Beach – Visioning and Conceptual Designs for the Redesign and Rehabilitation of the City of Redondo Beach's Seaside Lagoon (RFP) #2122-017**

Proposals will be received by the City Clerk of the City of Redondo Beach, 415 Diamond Street, Door 1, Redondo Beach, California, until 2:30 p.m. PDT on **XXXXX**.

A pre-proposal conference (optional) is scheduled for \_\_\_\_\_ a.m. PDT, **XXXXX**. Proposers should contact the City at [communityservices@redondo.org](mailto:communityservices@redondo.org) by **XXXXXX**, if they intend to attend the meeting. Responding individuals will be emailed a Microsoft Teams invitation to participate in the Pre-Proposal Meeting no later than 5:00 p.m. **XXXXX**.

Proposals received after specified date and time will be considered late and returned to the proposer unopened. Each proposal shall include the forms provided in the RFP, and shall be submitted complete, in accordance with the RFP instructions in a sealed package with the proposal number and the name and address of the proposer appearing on the outside of the package. Proposals submitted by telephone, fax, or electronic mail will not be accepted. The City of Redondo Beach reserves the right to reject any and all proposals received and, to the extent permitted by law, to waive any irregularities in any proposal.

The RFP may be obtained by contacting [communityservices@redondo.org](mailto:communityservices@redondo.org), City of Redondo Beach, Community Services Department, 1922 Artesia Blvd, Redondo Beach, or at the City website [www.redondo.org/depts/financial/purchasing.asp](http://www.redondo.org/depts/financial/purchasing.asp).



## **SECTION 1: INFORMATION FOR PROPOSERS**

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced contractors to provide visioning and design options for the reconstruction of the City of Redondo Beach, Seaside Lagoon, to Council.

### **1.1 SUBMISSION OF PROPOSAL**

Proposals shall be submitted at the Redondo Beach City Hall, City Clerk's Office, 415 Diamond Street, Door 1, Redondo Beach, CA 90277, by **2:30 p.m. (Pacific Daylight Time)** on **XXXXX**. Any proposal not received prior to the time set forth in the Request for Proposal (RFP) or an addendum is subject to disqualification. Any late proposal will be returned unopened.

Every proposal must be signed by the person or persons legally authorized to bind the proposer to an agreement. Upon request of the City, the corporation or other entity will provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute agreements on behalf of the corporation or other entity.

### **1.2 PROPOSAL FORMAT**

Proposals shall be submitted in three-ring binders and must include one original, so marked; five copies, marked "Copy;" and one electronic copy on a flash drive. The total proposal package must be sealed and clearly marked on the outside. Type or print on the envelope "Visioning and Design for the Redesign and Rehabilitation of the City Redondo Beach's Seaside Lagoon Proposal #2122-017" followed by the date and time of the proposal submittal deadline, and the proposer's name and address.

Proposals shall comply with requirements detailed in Section 2 Required Proposal Format of the RFP. Incomplete proposals will be rejected. Incorrectly ordered proposals, proposals lacking required quantity of copies, or proposals with other deficiencies may also constitute cause for rejection.

### **1.3 OPENING OF PROPOSALS**

Proposals will be opened and evaluated by the City after the submittal deadline. Proposals will not be opened publicly and the City will endeavor to keep the proposals confidential until a preferred proposer is recommended to the City Council. No information contained in any proposal or information regarding the number or identity of consultant will be made available at any time during the selection process.

### **1.4 RIGHT OF REJECTION BY CITY**

The City of Redondo Beach expressly reserves the right, at its sole discretion, to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project

which may include portions of the originally proposed project as the City may deem in its best interest. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any information in conjunction with the proposals.

### **1.5 ACCEPTANCE OF PROPOSALS**

Within one hundred-eighty (180) days after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm (as determined by the Staff Evaluation Committee) will be requested to enter into negotiations to produce an Agreement for Services. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations may commence with the second highest ranking firm.

### **1.6 ACCEPTANCE PERIOD**

All proposals shall be firm offers and the proposal shall be valid for 180 days following the RFP submission deadline set forth in Section 1, under “Submission of Proposals”.

### **1.7 SOLE POINT OF CONTACT**

Proposers must direct all questions, clarifications, request for information, etc. regarding the RFP in writing to the [waterfront@redondo.org](mailto:waterfront@redondo.org) email address. Proposers may not contact other City officials or staff regarding this RFP.

### **1.8 QUESTIONS**

All questions regarding the meaning or intent of the information provided in this RFP, including procedure, specifications, and contract provisions, shall be submitted to the City contact, shown below, in writing via e-mail no later than **2:30 p.m. Pacific Daylight Time, XXXXX.**

Any change in the RFP or its requirements will made by the City by issuance of an addendum which will be sent to all recipients of the RFP, and such addendum shall be a part of the RFP requirements. The City will not be responsible for any oral interpretation of the RFP. Questions shall be addressed to:

CITY OF REDONDO BEACH

Waterfront and Economic Development Department

415 Diamond Street

Redondo Beach, CA 90278

Attention: Greg Kapovich – Seaside Lagoon RFP #2122-017

Email: [waterfront@redondo.org](mailto:waterfront@redondo.org)

All communication regarding this RFP between the City and proposers will be documented and distributed simultaneously to all proposers. Proposers may not contact other City officials or staff regarding this RFP.

### 1.9 OPTIONAL PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held XXXXX at \_\_\_\_\_ a.m. located at Seaside Lagoon, 200 Portofino Way in Redondo Beach. Please note that not all items or questions brought up during the conference will necessarily be released in an addendum. Proposers should contact the City via email using the form below to confirm attendance at the Pre-proposal Conference no later than XXXXX. It may be copied into an email and sent to [waterfront@redondo.org](mailto:waterfront@redondo.org). Additional information and Addendum communications will be delivered to the contacts provided in the form.

Proposer Company Name:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
# of people who will attend the Pre-Proposal Conference:	

### 1.10 SELECTION PROCESS

The selection process will be governed by the following rules:

A. Adherence to Format

A proposal must adhere to the format outlined in Section 2 Required Proposal Format of this RFP in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFP.

B. Evaluation by Staff Committee

Evaluation of the proposals will be made by a Staff Evaluation Committee. Evaluation Criteria which the Committee will utilize, but not to be limited to, is shown in 1.11. The City may utilize the services of appropriate experts to assist in the evaluation process.

C. Oral Interview/Demonstration

The City may, at its option, invite one or more of the highest-ranking firms to make a verbal presentation and demonstration to the Staff Evaluation Committee.

### **1.11 EVALUATION CRITERIA**

Selection will be made on a best qualified basis. Criteria for selection will include, but not be limited to: proposal methodology/approach; qualifications and related experience; delivery of task; implementation/schedule; and cost/cost effectiveness. Refer to Attachment I for the Evaluation Criteria. Agreement award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City.

The Evaluation Committee may also contact and evaluate a proposer's and subcontractors' references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

### **1.12 ACCEPTANCE OF TERMS AND CONDITIONS/SPECIFICATIONS**

The proposal submitted will be the basis for the Agreement for Contract Services. Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP, including Attachments and Addenda, unless otherwise specified in the proposal. Refer to Attachment III: Sample Agreement for terms and conditions.

### **1.13 PROTEST PROCEDURES**

City policy requires that all prospective contractors to be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Each solicitation above the small purchase threshold as defined herein shall contain, as part of the instructions to bidders/offerors, the following notice:

### **1.14 PUBLIC RECORDS ACT**

Responses to this RFP become the exclusive property of the City of Redondo Beach. At such time as the originating department recommends a contractor to the City Council and said staff report appears on the City Council agenda, all unreturned proposals shall be treated as public records and shall be subject to the Public Records Act with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

### **1.15 COST OF PREPARATION OF PROPOSAL**

Proposal submitters are responsible for all costs incurred in the preparation and the submittal of the proposal.

### **1.16 COMPENSATION**

City shall compensate Contractor on a monthly basis in arrears for performance of the services provided as specified in Scope of Services, of this RFP. Compensation details will be provided and detailed in the award agreement. Proposers may include a proposed modified Payment Schedule for the City's consideration.

### **1.17 OBTAINING DATA**

It shall be the contractor's sole responsibility to obtain all data necessary to complete work in a timely manner. The City will make available any data in its possession which is relevant to the project upon the contractor's request.

### **1.18 PERMITS AND RESPONSIBILITIES**

Prior to commencing work or performing any phase of work, the contractor will be required, at its own expense, obtain a City of Redondo Beach business license. Information on the cost of the license can be obtained from the City Financial Services Department, (310) 318-0603.

### **1.19 INSURANCE, ENDORSEMENTS, AND CERTIFICATE**

Prior to commencing work or performing any phase of work, contractor will be required, at its own expense, to provide the City with certificates of insurance. Insurance requirements are listed in Attachment III: Sample Agreement.

### **1.20 NONDISCRIMINATION**

The contractor, with regard to the work performed by it during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this Agreement.

### **1.21 APPROVAL OF SELECTION AND AWARD OF AGREEMENT**

This procurement will comply with all applicable City procurement policies and procedures. Contractor selection is subject to approval by the Redondo Beach City Council. Evaluation factors as outlined above will be applied to all eligible, responsible, and responsive proposers in comparing proposals and selecting the successful proposal. The City is not obligated to accept the lowest cost proposal, but will make an award as submitted in the most-favorable terms.

The Staff Evaluation Committee will select a proposer with which the City will negotiate an agreement, (based on Attachment III: Sample Agreement) that will be recommended to the City Council for review and approval. Award of an Agreement will be contingent upon the successful negotiation of final agreement term. Negotiations will be confidential and not subject to disclosure to completing proposers. If agreement negotiations cannot be concluded successfully with the selected firm, the City may negotiate an agreement with other proposers or withdraw the RFP.

## **SECTION 2: PROJECT INFORMATION & SCOPE OF WORK**

### **2.1 BACKGROUND & PROJECT GOALS**

The City of Redondo Beach is a 6.2 square mile beach community with a population of approximately 67,000. The City is located twenty-five miles southwest of downtown Los Angeles and a significant portion of the City fronts the coastline.

Seaside Lagoon is a one-of-a-kind, multipurpose regional aquatics and special events facility located on oceanside State Lands in Redondo's King Harbor. The Lagoon serves hundreds of thousands of visitors each year, approximately 80% of which are from communities outside Redondo Beach. The vast majority come from inland LA communities like Hawthorne, Gardena, Inglewood and other cities that do not have access to coastal recreational amenities.

The Seaside Lagoon's (Lagoon) current infrastructure is wholly unique and is suctioned from the discharge side of ocean water that is piped through the AES powerplant to cool its turbines; chlorinated before entering the Lagoon to meet County public health requirements; and then de-chlorinated before being discharged into the harbor in order to meet State and Federal Water Quality standards. Although this method of bringing water to the Lagoon was innovative at the time of the Lagoon's construction, the City now faces challenges maintaining antiquated and obsolete infrastructure in order to meet county Department of Public Health's standards in addition to the increasingly strict ocean discharge requirements. The Lagoon's inadequate and aging infrastructure limits its operation to only 4 months per year.

Discharges from Seaside Lagoon to King Harbor are regulated by the Los Angeles Regional Water Quality Control Board. The initial discharge permit was issued in 1991 and has to be renewed every five (5) years. In recent years, satisfying the water quality requirements of the permit has become more technically challenging. The processes and treatment methods to achieve these requirements have effectively surpassed the capabilities of the facility's infrastructure. In the 2017 permit renewal process, the City requested a five-year Time Schedule Order (TSO) for specific metals, which allows for higher effluent limitations. The City's TSO expires on October 31, 2022 and continuing to operate the facility after expiration of the TSO can be accomplished through major

investment in the facility by converting the facility to a recirculating system (closed-loop system with no discharge to the Harbor).

One major goal of the redesign is to eliminate the existing pumped discharge to the Harbor outfall and convert the Lagoon to an impervious “closed-loop system”. The Lagoon’s approximate 1 acre of water surface would need to remain the same size per ballot Measure C passed on March 7, 2017. A variety of water-reliant elements may be considered as part of this requirement including splash pads, wading pools, etc. Consultant to review ballot measure to ensure all conditions are met for proposed designs.

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced aquatic design firms to provide two (2) conceptual design options for the renovation and rehabilitation of the City of Redondo Beach’s Seaside Lagoon to the City Council. One design will focus on a major renovation of the Lagoon, allowing a complete redesign that would transform and modernize the facilities key elements. The prospective consultants will also submit a second design to focus on a rehabilitation project that remodels the existing facility to enhance and modernize existing equipment and systems. Upon closure of the RFP application submittal period, staff will review all of the proposals and return to City Council with a recommended contractor for consideration by City Council. The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.

## **2.2 STATE GRANTED FUNDS**

As part of an effort to revitalize the Seaside Lagoon and modernize the facility, the City worked with the office of Senator Ben Allen and Assembly Member Al Muratsuchi to obtain state funding for Seaside Lagoon in May 2021. As a result, Governor Gavin Newsom signed the state’s budget which included an appropriation of \$10 million for the Seaside Lagoon in July. The project is expected to rehabilitate the over 60-year old facility; reduce environmental impacts by eliminating water discharge into the ocean eliminating the Regional Water Quality Control Board’s Waste Discharge Requirements & Permit; enhance the recreation aquatic amenities; and reconfigure the property to allow for significantly increased year-round use and special events. The overall cost of the effort is estimated to be between \$25 to \$30 million, inclusive of design, environmental review, permitting, public outreach and construction.

## **2.3 PROJECT DESCRIPTION**

The project involves the preparation of two (2) designs of the Lagoon that include the following options:

- A major renovation of the Lagoon allowing a complete redesign that would transform and modernize the facility's key elements; and
- A rehabilitation that remodels the existing facility to enhance and upgrade/repair existing equipment and systems, where possible.

Both design concepts should:

- Incorporate necessary equipment that allows the facility to operate efficiently and within Los Angeles County Health Care water quality standards;
- Incorporates the vision of Seaside Lagoon as reviewed under the Public Amenities Plan, inclusive of future preferred uses, design, lay-out, and its use as a public event space year-round;
- Eliminate the facility's existing water discharge to the Harbor and convert the Lagoon to a "closed-loop system"; Converts the Lagoon to a "closed-loop system". Each conceptual design should provide an alternate solution that would meet this need;
- Incorporate community feedback and input on key facility elements and attractions in the designs.
- Include a cost estimate for each option, inclusive of site preparation work, design, environmental review, permitting, public outreach, and construction.

The City will provide the Consultant with a copy of the Lagoon's site map, background, and standard specifications. Upon closure of the RFP application submittal period, staff will review all of the proposals and return to City Council with a recommended contractor for consideration by City Council. The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.

The overall proposal and project elements should be developed and prioritized as follows:

1. Conduct field investigation and survey to verify the existing equipment and elements of the facility. Photograph the site as necessary. Consultant shall evaluate existing conditions including the current equipment inventory.
2. Consultant shall meet with key staff to develop the preferred community outreach plan that engages all members of the community. This plan may include any combination of town hall meetings, focus groups, online surveys, individual meetings and Commission meetings. For purposes of providing a cost estimation, the Consultant should assume a minimum of three (3) community outreach meetings. In addition, the Consultant should also provide a per hour cost in the event the City requests additional meetings.

3. Consultant shall implement the community outreach plan including a comprehensive compilation of feedback and key findings.
4. Consultant shall develop two (2) designs of the Lagoon as discussed above.
5. Both designs should incorporate community feedback and addresses the infrastructure needs that would allow the Lagoon to operate within County and State water quality standards for a “closed-loop system”.
6. Consultant shall provide presentations to applicable Commission(s) and the City Council on the designs and estimated costs for each option. For purposes of providing a cost estimation, the Consultant should assume a minimum of three (3) presentations to Commission(s) and the City Council. In addition, the Consultant should also provide a per hour cost in the event the City requests additional meetings.
7. Ensure the project design meets all safety standards; is architecturally pleasing; structurally sound; environmentally friendly including compliance with county and state water quality standards; energy efficient; economically feasible; fully functional and operational; and compliant with all relevant codes.
8. The Consultant shall attend design review and project update meetings with staff throughout the project and as requested by both staff and the Consultant. For purposes of providing a cost estimation, the Consultant should assume a minimum of six (6) meetings. In addition, the Consultant should also provide a per hour cost in the event the City requests additional meetings.
9. Following presentation of the two (2) designs, the Contractor shall provide a final design package of the Council’s preferred option. A final design package includes preparation of final design drawings, construction plans and specifications. The contractor shall take an active role with environmental review, permitting, and construction oversight.
10. The Consultant shall craft an implementation strategy for Council’s preferred option that assists the City in identifying potential funding sources for the improvements that may include grants and loans.

## **2.4 PROJECT CONSTRAINTS**

The redesign of the Seaside Lagoon has a number of constraints as a result of ballot measures, development of a King Harbor Public Amenities Plan, and community input. These constraints include:

### “Closed-loop System”

One major goal of the redesign is to eliminate the existing pumped discharge to the Harbor outfall and convert the Lagoon to an impervious “closed-loop system”

while remaining compliant with public health and safety requirements. Consultants should present a total of two options for meeting this need and incorporated with the design concepts.

### Measure C

Through a ballot initiative, the residents of Redondo Beach passed Measure C on march 7, 2017. This measure requires the Lagoon's approximate 1 acre of water surface to remain the same size. A variety of water-reliant elements may be considered as part of this requirement including splash pads, wading pools, etc.

### King Harbor Public Amenities Plan

The City of Redondo Beach is currently working on a planning effort to establish a framework plan to improve and enhance various public amenities within the City's waterfront, commonly referred to as King Harbor. Specific to the Seaside Lagoon, this plan is focused on determining the overall size and positioning of the Lagoon including adjacent uses and related constraints. This plan is scheduled to be completed in September 2022.

The Consultant should review all ballot measures, plans and other related materials to ensure all conditions are met for proposed designs.

## **2.5 SCOPE OF WORK**

Consultants are expected to diligently undertake and perform the work program as outlined. The consultant shall devote the number of persons and level of effort necessary to perform and complete the work. All work will be performed to the highest professional standards and will reflect the thoroughness, attention to detail and professional knowledge expected in the engineering, architecture, and associated landscape architecture disciplines.

The Contractor will be responsible for the following:

- Development of themed concepts and approximate sizes for various facility experiences which may include elements such as a relaxing lagoon, pool, kiddie pool, splash lazy river, slide, and wave experience. These elements should be included in a series of two (2) conceptual designs and cost estimate of the two options outlined in Section 2.3.
- Development, implementation and oversight of a comprehensive community engagement program to solicit community feedback and input on the future preferences of the Seaside Lagoon. This community engagement program shall also include discussions with various Commissions and the City Council as outlined in the final community engagement program and advised by City staff.

- The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.
- Evaluation of sight lines, elevations, colors, materials, surrounding edges/hardscape/landscape to optimize the use of the ocean and other experiences.
- Evaluation of demolition, reuse, or use of existing systems including sand, break wall, pavement, utilities, water, etc.
- Development of alternatives for integrated natural circulation/layout for pedestrian traffic flow with selected experiences to create blended solutions.
- Provide water balance for bather loading, evaporation, seepage, if applicable, and determine water supply requirements for fresh/saltwater.
- Provide designs that meets all safety standards; integrates a “closed-loop water system”; is architecturally pleasing; structurally sound; environmentally friendly and compliant with County and State water quality standards; is energy efficient; economically feasible; fully functional and operational; and compliant with all relevant codes. Conceptual designs can be provided in pdf format.
- Evaluation of solar heating opportunities, with electrical demands from proposed water treatment equipment.
- Provide cost estimates for demolition, procurement, installation and operation of both options including an estimated amount of time to complete construction. Additionally, forecast estimates at 2 and 5 years should also be provided. Estimates can be approximate and can be provided in pdf format. For facility operation estimates, operating hours should be calculated for both traditional summer and off-season hours including the following details:

	Dates	Days per Week	Daily Hours
<b>Traditional Summer Hours</b>	Memorial Day to Labor Day	7 days a week	8 hours
<b>Off-season Hours</b>	Labor Day to Memorial Day	2 days a week	8 hours

## **2.5 GENERAL REQUIREMENTS**

The City's expectations for design are outlined in this solicitation without necessarily describing each individual task in all-inclusive detail; therefore, the Contractor shall understand the task and demonstrate their ability to fulfill the stated requirements in its proposal.

The Contractor shall provide all necessary labor, resources, materials, equipment, training, and any other necessary supplies to provide the highest caliber conceptual design. The Contractor shall participate in coordination activities with the City Council, Recreation and Parks Commission, Harbor Commission, and any other Commissions as requested by the City.

The Contractor shall adhere to all Occupational Safety and Health Administration (OSHA) & City safety standards while planning and preparing conceptual design for the CITY.

## **2.7 SCHEDULE**

The above scope of work should be completed no later than nine (9) months from the date of Consultant contract award and execution. In its proposal, Consultant shall include a project schedule that contains a proposed timeframe and deadlines to complete the tasks and project deliverables noted above. Note that the City requires that all deliverables be completed and submitted within the first six (6) months from the date of Consultant contract award and execution. It is expected that the final three (3) months will be reserved for public hearings before the City of Redondo Beach Harbor Commission and City Council, during which the Consultant will be expected to make a presentation.

## **2.8 REQUIRED PROPOSAL FORMAT**

### **PROPOSAL INCLUSIONS**

Proposals shall be provided in an 8-1/2" x 11" format and be submitted in three-ring binders or in bound booklets; one original, so marked; five (5) copies, marked "Copy;" and one electronic copy on a flash drive. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of contract. Proposals must include the following:

1. Cover Letter. Each proposal will include a cover letter that identifies the contractor, address, phone number, email and individual who is authorized to negotiate and respond to any questions. If the proposal is submitted on behalf of a team, identify the companies comprising of that team. The cover letter should also highlight major elements of the proposer's qualifications and proposal.

The cover letter must also provide a statement that the proposal is valid for 180 days after the RFP submittal deadline.

2. Table of Contents. Immediately following the cover page, each proposer must include a Table of Contents identifying the various sections in the proposal along with the applicable page numbers. All pages in the proposal are to be numbered sequentially.

3. Technical Approach/Work Plan. Provide a detailed narrative addressing the technical approach/work plan proposed to perform the work described in Section 2.4 Scope of Services requirements, and demonstrating the understanding of and ability to meet City's needs and requirements.

4. Proposer Qualifications: Provide a description of the overall history and qualifications of the Proposer. Proposers should describe the history of the contractor, including the size, location of offices, years in business, contract terminations, and name of owner(s). Describe contractor's specialties and strengths and highlight any particular qualifications or experience that differentiates the Proposer from its competitors.

5. Related Experience: Provide a description of experience of the Project Team with similar projects. Detail experience implementing the type of conceptual design services as outlined in Section 2 Scope of Services. List all clients (with addresses and telephone numbers) for whom the proposer has performed similar services within the last 5 years, described each of these services and include dates of operation.

6. Proposed Staff Qualifications: Provide a summary of qualifications for all personnel to be involved in the contract, including any sub-contractors, and state the specific role for each.

7. Program Implementation: Proposer may include new ideas to improve the reconstruction of Seaside Lagoon.

8. Project Schedule: Provide a schedule for the various proposed activities to accomplish the Project goals and objectives. Include provision for the City and Agency staff reviews and activities as considered necessary.

9. Reference: Provide no less than three (3) references of publicly-funded conceptual design clients in scope, over the last five (5) years. For each reference, provide the following:

- Name of the agency, address, contact person and title, email address and phone number;
- Contract amount
- Term or period of time; and
- Brief description of the work provided

10. Financial Statements: Provide audited financial statements or financial reviewers for the past two years. Financial statements or reviewers must provide

a thorough summary of the financial stability and capacity of the proposing contractor and its parent company, if any. If financial statements are to be treated as confidential, provide in a separate envelope and mark as “Confidential.”

11. Fee Proposal: Provide itemized cost estimate for the scope of work, including anticipated fees and charges for any sub-consultants. The specific fees and charges will be negotiated with terms and conditions in services agreement after consultant selection. Also provide a current hourly rate schedule for all employees to be involved in the project. These rates shall remain in effect for the duration of the project. Provide a listing of any reimbursable expenses, including unit cost.

## ATTACHMENT I: EVALUATION AND SELECTION PROCESS

A panel consisting of City of Redondo Beach officials, staff, and community representative(s) will evaluate responsive proposals based on the following criteria, not necessarily listed in order of relative importance:

<b>Exhibit 1, Evaluation Criteria</b>	<b>Point Value</b>
<p><b>Qualifications and Experience</b> Qualifications and previous experience of the consultant, subconsultants, if any, and the named project manager and staff as they relate to the requirements of this project.</p>	<b>15</b>
<p><b>Technical Competence</b> Technical experience relating to the tasks and subtasks of this project as well as previous experience in working with and presenting information to groups and committees and experience in the development of similar studies.</p>	<b>15</b>
<p><b>Analysis Methodology</b> Coherence and comprehensiveness of the described scope of work which demonstrates an understanding of the City’s objectives and expectations of this project.  Methodology and resources proposed to perform the work described in this RFP including efforts to engage the community.  Approach to conducting and completing the project on schedule, including project management.</p>	<b>25</b>
<p><b>References and Outcomes</b> Performance of the proposing firm in similar engagements and conformance/quality of the resulting products.</p>	<b>25</b>
<p><b>Cost</b> Total proposed project cost, reasonability of cost components, and allocation of resources and consultant hours between tasks.</p>	<b>20</b>
<p><b>Total Awarded Points</b></p>	<b>100 (max)</b>

After the panel’s initial evaluation of the proposals, the panel may, if necessary, hold interviews with the top ranked proposers. The City reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the proposal criteria outlined in the RFP; results of background and reference checks; results from the interviews and presentation phase; and proposed cost.

Contract award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If

contract negotiations cannot be concluded successfully, the City may negotiate a contract with other proposers or withdraw the RFP.

It is expected that the proposer will be ready to commence the project immediately upon receipt of Notice to Proceed and to complete the project in its entirety by the date set forth and agreed upon by the Consultant and City. The awarded firm will be expected to execute an agreement substantially the same as the sample Professional Services Agreement included as Attachment III of this RFP unless any exceptions or conditions are explicitly stated in their proposal.

ATTACHMENT II: Photos of Seaside Lagoon



**ATTACHMENT III: Sample Agreement**

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND \_\_\_\_\_.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ [Type of Entity] ("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".

\* \* \* \* \*

**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 \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY OF REDONDO BEACH

[CONTRACTOR'S NAME]

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

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

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

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

SAMPLE

**EXHIBIT "A"**

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

**CONTRACTOR'S DUTIES**

Contractor shall perform the following duties.

SAMPLE

**EXHIBIT "B"**

**SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall commence \_\_\_\_\_, 201\_\_ and expire \_\_\_\_\_, 201\_\_ ("Term"), unless otherwise terminated as herein provided.

SAMPLE

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

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

1. **AMOUNT.** [monthly, hourly, annual amounts, etc.]
2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** [payment terms]
4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor

City

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

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONTRACTORS

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 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.

# **BLUE FOLDER ITEM**

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

## **CITY COUNCIL MEETING MAY 17, 2022**

N.2 DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE REQUEST FOR PROPOSALS (RFP) FOR THE SOLICITATION OF DESIGN FIRMS FOR THE RENOVATION AND REHABILITATION OF THE SEASIDE LAGOON

**CONTACT:** GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

**PUBLIC COMMUNICATION**

**From:** [Barbara Epstein](#)  
**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
**Subject:** Agenda 5/17/22 , City Council  
**Date:** Tuesday, May 17, 2022 3:08:40 PM

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CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Please forward to City Manager

# D-1

Dear Council, City Manager, and Staff,

I regret I cannot join you in person tonight, so I would like to join you by mail to welcome Supervisor Mitchell to our city. I am looking forward to us getting to know each other and working together.

#L-1

Budget

Parks and Community Gardens

Of course, I support funding parks and future Community Gardens to make up for what has been missing in past years. The first Community Garden in Alta Vista Park is a pilot project and will be small because of lack of space. There will be many more applications for the 26 space than can be filled, so residents in Districts 3, 4, or 5 look to the city to help find suitable space and funding for more public garden sites in their neighborhoods. I have been asking since 2017. Council people in D-3,4, and 5 were unresponsive in the past.

Permanent Low Income Housing

The Pallet Shelters are a good first step. Now is time to move forward to find funding and sites for very low income permanent housing.

#N-2

Harbor Amenities

We are on the right track. Let us move forward to seek plan and funding for major improvements, guided by resident input.

#N-5

Electric Charging

Let's do it!

#P-1

Charter

Our city will be transformed by re-thinking our charter. As it is now it is failing to serve the Public's interests. Our former city, for example, had the council members take turns being mayor. This one difference took hard politics and drama out of City Hall.

There are many more things we can change to make our government more responsive to its citizens. I will seek to discuss some ideas with Community Services, City Manager, and my councilman, in person.

Thank all of you, always, for all you do on our behalf.

I am grateful.

Barbara Epstein  
justbarb56@gmail.com

Sent from my iPad



# Administrative Report

N.3., File # 22-3987

Meeting Date: 5/17/2022

**To: MAYOR AND CITY COUNCIL**  
**From: JOE HOFFMAN, CHIEF OF POLICE**

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING A CHANGE TO THE MUNICIPAL CODE TO ESTABLISH AN ORDINANCE FOR THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3230-22, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING MUNICIPAL CODE CHAPTER 15 TO TITLE 3 REGARDING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS. FOR INTRODUCTION AND FIRST READING.

## **EXECUTIVE SUMMARY**

Adoption of the proposed Ordinance would establish regulations prohibiting the unlawful possession of catalytic converters in the City of Redondo Beach. The theft of catalytic converters has been an on-going concern in the City for several years. There is currently no local, state, or federal legislation to define and punish the possession of detached catalytic converters absent an identifiable victim.

## **BACKGROUND**

The City of Redondo Beach has experienced numerous catalytic converter thefts from automobiles over the past several years. Catalytic converter thefts contribute significantly to theft related crime statistics within the City and cost victims thousands of dollars in repairs.

Currently there is no local, state or federal legislation applicable within the City of Redondo Beach to prosecute catalytic converter thefts absent an identifiable victim. Nor is there law that allows for conviction for the recycling or sale of unlawfully obtained catalytic converters. Additionally, there is currently no local, state, or federal legislation applicable within the City of Redondo Beach requiring individuals to provide proof to law enforcement as to how a catalytic converter was obtained, thus limiting law enforcement's ability to prevent catalytic converter thefts and seize suspected stolen catalytic converters when no victim is present or able to be identified. The lack of laws on the subject has emboldened criminal enterprise. The adoption of this Ordinance would help improve the situation by making the possession of a detached catalytic converter illegal, in violation of the Redondo Beach Municipal Code.

Catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including:

- The ease and undetectable nature of committing the thefts in a matter of seconds using

common tools such as a cordless reciprocating saw.

- The ability to recycle catalytic converters at scrap metal yards for high dollar amounts.
- Legislation protecting criminals from prosecution unless the owner of a catalytic converter can be identified and located.

Catalytic converters are not serialized vehicle components so finding an owner is typically very difficult. Due to a lack of legislation defining and prosecuting these thefts when a victim cannot be identified, the vast majority of all catalytic converter theft cases in the City of Redondo Beach are unsolved or result in a lack of criminal charges being filed.

The City of Redondo Beach and the Redondo Beach Police Department would benefit from the creation of this ordinance for multiple reasons including:

- Creating a deterrent by establishing zero-tolerance for catalytic converter thefts.
- Sanctions for possessing stolen catalytic converters.
- Preventing criminals from profiting from the sale and recycling of stolen catalytic converters.
- Providing justice to the victims of catalytic converters whose cases would otherwise go unsolved.
- Reducing Part I crime statistics which have been negatively impacted by catalytic converter thefts.
- Minimizing the impact on City of Redondo Beach resources dedicated to deterring and investigating catalytic converter thefts.

Individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences by paying thousands of dollars in repairs, loss of time, and a reduced perception of individual safety in the community.

This ordinance will provide the Redondo Beach Police Department a legal option to further protect the citizens of Redondo Beach and deter this criminal activity.

### **COORDINATION**

The Police Department coordinated the development of this Ordinance with the City Attorney's Office.

### **FISCAL IMPACT**

Funding for the staff associated with the implementation and enforcement of the Ordinance is available in the annual operating budgets of the Police Department and City Attorney's Office - Prosecution Division.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

Catalytic Converter Ordinance

Catalytic Converter Ordinance Presentation



# Administrative Report

N.3., File # 22-3987

Meeting Date: 5/17/2022

**To: MAYOR AND CITY COUNCIL**  
**From: JOE HOFFMAN, CHIEF OF POLICE**

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING A CHANGE TO THE MUNICIPAL CODE TO ESTABLISH AN ORDINANCE FOR THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3230-22, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING MUNICIPAL CODE CHAPTER 15 TO TITLE 3 REGARDING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS. FOR INTRODUCTION AND FIRST READING.

## **EXECUTIVE SUMMARY**

Adoption of the proposed Ordinance would establish regulations prohibiting the unlawful possession of catalytic converters in the City of Redondo Beach. The theft of catalytic converters has been an on-going concern in the City for several years. There is currently no local, state, or federal legislation to define and punish the possession of detached catalytic converters absent an identifiable victim.

## **BACKGROUND**

The City of Redondo Beach has experienced numerous catalytic converter thefts from automobiles over the past several years. Catalytic converter thefts contribute significantly to theft related crime statistics within the City and cost victims thousands of dollars in repairs.

Currently there is no local, state or federal legislation applicable within the City of Redondo Beach to prosecute catalytic converter thefts absent an identifiable victim. Nor is there law that allows for conviction for the recycling or sale of unlawfully obtained catalytic converters. Additionally, there is currently no local, state, or federal legislation applicable within the City of Redondo Beach requiring individuals to provide proof to law enforcement as to how a catalytic converter was obtained, thus limiting law enforcement's ability to prevent catalytic converter thefts and seize suspected stolen catalytic converters when no victim is present or able to be identified. The lack of laws on the subject has emboldened criminal enterprise. The adoption of this Ordinance would help improve the situation by making the possession of a detached catalytic converter illegal, in violation of the Redondo Beach Municipal Code.

Catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including:

- The ease and undetectable nature of committing the thefts in a matter of seconds using

common tools such as a cordless reciprocating saw.

- The ability to recycle catalytic converters at scrap metal yards for high dollar amounts.
- Legislation protecting criminals from prosecution unless the owner of a catalytic converter can be identified and located.

Catalytic converters are not serialized vehicle components so finding an owner is typically very difficult. Due to a lack of legislation defining and prosecuting these thefts when a victim cannot be identified, the vast majority of all catalytic converter theft cases in the City of Redondo Beach are unsolved or result in a lack of criminal charges being filed.

The City of Redondo Beach and the Redondo Beach Police Department would benefit from the creation of this ordinance for multiple reasons including:

- Creating a deterrent by establishing zero-tolerance for catalytic converter thefts.
- Sanctions for possessing stolen catalytic converters.
- Preventing criminals from profiting from the sale and recycling of stolen catalytic converters.
- Providing justice to the victims of catalytic converters whose cases would otherwise go unsolved.
- Reducing Part I crime statistics which have been negatively impacted by catalytic converter thefts.
- Minimizing the impact on City of Redondo Beach resources dedicated to deterring and investigating catalytic converter thefts.

Individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences by paying thousands of dollars in repairs, loss of time, and a reduced perception of individual safety in the community.

This ordinance will provide the Redondo Beach Police Department a legal option to further protect the citizens of Redondo Beach and deter this criminal activity.

### **COORDINATION**

The Police Department coordinated the development of this Ordinance with the City Attorney's Office.

### **FISCAL IMPACT**

Funding for the staff associated with the implementation and enforcement of the Ordinance is available in the annual operating budgets of the Police Department and City Attorney's Office - Prosecution Division.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

Catalytic Converter Ordinance

Catalytic Converter Ordinance Presentation

**ORDINANCE NO. 3230-22**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING CHAPTER 15 TO TITLE 3 OF THE REDONDO BEACH MUNICIPAL CODE TO ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS**

WHEREAS, the Redondo Beach Police Department has seen a marked increase in catalytic converter thefts from automobiles over the past several years; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Redondo Beach to define and punish catalytic converter thefts absent an identifiable victim; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Redondo Beach to define and punish the recycling or sale of unlawfully obtained catalytic converters, thus incentivizing criminal enterprise of catalytic converter thefts; and

WHEREAS, catalytic converters contain expensive precious metals including platinum, palladium, and rhodium, which costs more than \$11,000 per ounce; and

WHEREAS, the average cost of replacing a stolen catalytic converter and repairing the damage to the vehicle is typically more than \$2,000 to the victim; and

WHEREAS, there are currently no City, State, or Federal legislation applicable within the City of Redondo Beach requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters, thus limiting law enforcement's ability to protect the public by preventing catalytic converter thefts and preventing law enforcement from seizing suspected stolen catalytic converters when no victim is present; and

WHEREAS, catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for numerous reasons including, but not limited to: (1) the ease and undetectable nature of committing the thefts in a matter of seconds using common tools such as a reciprocating saw, (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from \$200 to \$1,200 per catalytic converter, and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified; and

WHEREAS, finding a victim of these crimes is nearly impossible due to the undetectable nature of the catalytic converter thefts and catalytic converters being untraceable to link back to a victim (no identifying markers on the catalytic converters); and

WHEREAS, there have been multiple instances in which Redondo Beach Police Officers have contacted individuals in possession of suspected stolen catalytic converters (e.g. discovering freshly cut catalytic converters on a consensual vehicle search) and the officers are

ORDINANCE NO. 3230-22  
ADDING CHAPTER \* TO TITLE \*  
OF THE REDONDO BEACH MUNICIPAL CODE

PAGE NO. 1

unable to make an arrest for theft or possession of stolen property, because they could not identify a victim or lawful owner of the catalytic converters; and

WHEREAS, due to lack of legislation defining and prosecuting these thefts, 99% of all catalytic converter theft cases in the City of Redondo Beach have gone unsolved, which is fundamentally unacceptable for the citizens of the City of Redondo Beach; and

WHEREAS, the citizens of Redondo Beach and the Redondo Beach Police Department are in need of legislation for multiple reasons including, but not limited to: (1) deterrence by establishing zero-tolerance for catalytic converter thefts, (2) sanctions for possessing stolen catalytic converters, (3) preventing criminals from profiting from the sale and recycling of stolen catalytic converters, (4) providing indirect justice to the victims of catalytic converters whose cases will go unsolved, (5) reducing Part I crime statistics which have been substantially negatively impacted by catalytic converter thefts, and (6) minimizing the fiscal and personnel impact on the City of Redondo Beach invested in deterring and investigating catalytic converter thefts; and

WHEREAS, it is well established that individuals who are in possession of stolen catalytic converters then recycle them for substantial profit while both the community and the victims of these thefts suffer tremendous consequences in the form of costly repairs, inconvenience, and leading the community to feel an overall lack of safety.

WHEREAS, the City of Redondo Beach has held numerous events etching catalytic converters for citizens of Redondo in an effort to prevent such thefts which has been successful; however, the City wants to add this ordinance as another tool to fight the plague of catalytic converter thefts; and

WHEREAS, individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences of paying thousands of dollars in repairs, the inconvenience of repairing their vehicles, and feeling unsafe in the community; and

WHEREAS, this Ordinance is necessary to provide the City of Redondo Beach Police Department clearly established legal authority to protect the public and deter this criminal activity.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Title 3, Chapter 15 of the Redondo Beach Municipal Code is hereby added to read in its entirety as follows:

ORDINANCE NO. 3230-22  
ADDING CHAPTER \* TO TITLE \*  
OF THE REDONDO BEACH MUNICIPAL CODE

PAGE NO. 2

## “UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER

### 3-15.01

It shall be unlawful to possess any catalytic converter that is not attached to a vehicle unless the possessor has valid documentation or other proof to verify they are in lawful possession of the catalytic converter.

### 3-15.02

For purposes of this section, "lawful possession" includes being the lawful owner of the catalytic converter or in possession of the catalytic converter with the lawful owner's written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a "lawful possession."

### 3-15.03

For purposes of this section, "documentation or other proof" means written document(s) that clearly identify the vehicle from which the catalytic converter originated and includes but is not limited to the following document types: bill of sale from the original owner with photographs, documentation from an auto-body shop proving the owner relinquished the catalytic converter to the auto-body shop, verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter, photographs of the vehicle from which the catalytic converter originated, vehicle registration associated with the catalytic converter containing an etched associated license plate number or vehicle identification number. The validity of "documentation or other proof" is based on the totality of the circumstances.

### 3-15.04

Each and every violation of this section shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Redondo Beach Municipal Code. Each and every catalytic converter unlawfully possessed is a separate violation of this section.

### 3-15.05

Each and every violation of this section may in the discretion of the City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed \$500 or imprisonment in the county jail for a period of not more than 12 months, or both.

### 3-15.06

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

SECTION 3. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 4. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 6. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2022.

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
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 Ordinance No. 3230-22 was introduced at a regular meeting of the City Council held on the 17th day of May, 2022, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 7th day of June, 2022, and there after signed and approved by the Mayor and attested by the City Clerk, and that said ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk

ORDINANCE NO. 3230-22  
ADDING CHAPTER \* TO TITLE \*  
OF THE REDONDO BEACH MUNICIPAL CODE

PAGE NO. 5

# Catalytic Converter Ordinance

Consideration of new Ordinance

May 17, 2022

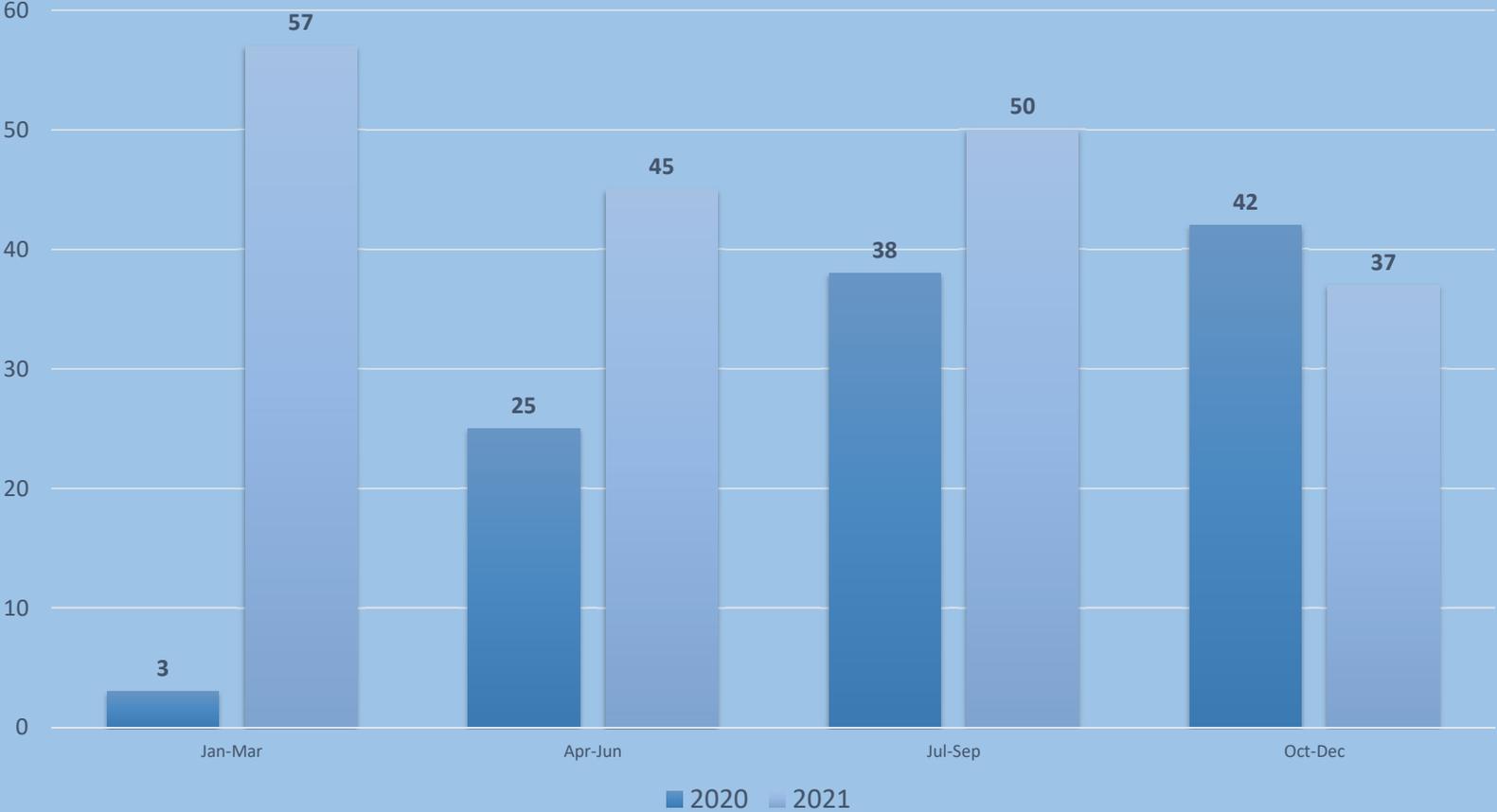
RBMC Title 3, Chapter 15

# Catalytic Converter Ordinance

- Increase in 2018-2019
- In 2020, RBPD took 108 catalytic converters theft reports.
- By the end of 2021 average of over 15 Catalytic Converters stolen per month.
- In 2022 through the end of April 66 catalytic converters have been reported stolen.



# Catalytic Converter Thefts by Quarter



# Catalytic Converter Ordinance



- Catalytic converters are stolen for the precious metals they contain.
- Platinum - \$1,100 an ounce
- Palladium - \$2,400 an ounce
- Rhodium - \$18,000 an ounce  
(peaked at \$26,000 an ounce in 2021)
- Increased replacement cost.

# Catalytic Converter Ordinance

- RBPD increased enforcement
- Etching events
- Public Awareness
- Directed Enforcement Details



# Catalytic Converter Ordinance



- Arrests have been made and found a location where they are sold.
- Unable to prosecute without an identifiable victim.
- Not illegal to possess multiple catalytic converters.
- Majority of catalytic converter cases have gone unsolved.

# Catalytic Converter Ordinance

- RBMC Title 3, Chapter 15 - Unlawful Possession of a Catalytic Converter
- Each and every violation of this section may in the discretion of the City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed \$500 or imprisonment in the county jail for a period of not more than 12 months, or both.

# Catalytic Converter Ordinance

## Recommended Action

- Introduce for first reading the Catalytic Converter Ordinance creating a section that makes it unlawful to possess any catalytic converter that is not attached to a vehicle unless the possessor has valid documentation or other proof to verify they are in lawful possession of the catalytic converter.



# Administrative Report

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N.4., File # 22-4162

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

## **TITLE**

DISCUSSION AND POSSIBLE ACTION ON ACCELERATING THE IMPLEMENTATION OF TRAFFIC CALMING IMPROVEMENTS THROUGH THE REDUCTION OF POLICY BARRIERS AND CHANGES TO PROCESS

## **EXECUTIVE SUMMARY**

Goal 6 of the City Council's recently revised Strategic Plan is to "Enhance the Delivery of City Services." A stated objective under that title is for staff to present a report on "policy changes that would accelerate the implementation of traffic calming improvements". The topic was presented to the Public Works Commission ("Commission") who, in coordination with staff, helped identify certain policy changes that might simplify the City's traffic calming procedures and make it easier for residents to make requests and get results. These ideas are discussed in the background section of the report. Staff appreciates additional feedback from the public and the City Council on this topic to continuously improve the City's engineering processes and provide more timely and responsive service to residents.

## **BACKGROUND**

The term "Traffic Calming" as used (somewhat imprecisely) in the discussion below includes resident requests related to stop controls, speeding, parking, pedestrian and bicycle safety. The City's traffic engineering team works to respond to these resident requests and Council referrals to address concerns as they are observed first hand, or brought to the City's attention. Requests can be as simple as a request for curbs to be painted red adjacent to a residential driveway, and as complex as evaluating ways to reduce and slow traffic through a network of neighborhood streets. Successful policy to address these concerns will be a combination of the "three E's", education, enforcement and engineering.

This discussion focuses on the process to implement engineering (infrastructure and regulatory) improvements, which are meant to modify driver, pedestrian and cyclist behavior to encourage more alert, cautious and thoughtful consideration of other users in the right of way. Improvements to driver behavior typically plays the largest role in bringing "calm" to local traffic and many of the traffic calming tools are directed towards constraints to vehicle operation. Some of these tools are relatively simple to implement, like refreshing striping.

A revised traffic calming policy was reviewed in 2018 by the Public Works Commission over four meetings with an eventual recommendation to take a new approach to Traffic Calming requests. The

revised approach was deemed to be more holistic by considering impacts to a neighborhood rather than studying individual roadway segments or intersections in question. The holistic approach is meant to engage the technical analysis early on, in order to understand impacts on surrounding streets, to identify root causes, and present options to the resident(s) based on technical findings. A down side of this approach, however was that additional time was required for technical analysis and resident input over a larger geographic area. That process was frustrating to many due to the long duration between original request and implementation of the resident's perceived "best solution" to address the concern.

This approach was not formally presented to City Council as such, but was implemented in a number of resident requests that were reviewed by the City Council. In those meetings, after hearing residents with views opposing staff recommendations, other residents' preferences and the final Council decisions, it became clear that while a fast response was desirable, the time taken to get a neighborhood consensus with technical guidance, was also useful in the long run.

Staff proceeded to use the holistic approach for a number of neighborhood traffic calming inquires in the following months, including:

On July 10, 2018 the City Council reviewed traffic calming along the Ford Avenue corridor between Aviation Blvd. and Artesia Blvd. Implementation of the immediate improvements were completed in August 2019. Installation of temporary bulbouts was not done, due to unsuccessful similar temporary installations. Staff is considering other approaches to temporary installations.

On October 16, 2018 the City Council considered traffic calming improvements along the 500-600 blocks of Paulina Ave. and the 700-800 blocks of Maria Ave. which was revisited on December 18, 2018 to discuss a temporary bulbout at the north end of Maria Ave. These improvements were mostly implemented in March 2019. A review of effectiveness of the temporary bulbout on reduction of speeds and volume was presented to City Council in December 2019 resulting in approval of installation of a permanent bulbout and inbound turn restriction. Installation of the final "porkchop" raised island to prohibit inbound traffic from Anita and shorten the pedestrian crossing across Maria was completed last month, with final striping being added this month.

On December 18, 2018, the City Council also considered traffic calming improvements along the Inglewood corridor and neighborhood between 190<sup>th</sup> Street and 182<sup>nd</sup> Street. Turn restriction signs on Inglewood Avenue at Ripley Avenue and 182<sup>nd</sup> Street were installed in January 2020. Other identified sign installations await completion. A work order has been initiated for these.

Temporary traffic circles were installed in September 2019 and removed at the direction of City Council in August 2020 after the trial period concluded, data collection was completed, and resident input was received. At the direction of City Council, all way stops were installed in their place. On May 18, 2021, the City Council approved plans and specifications for installation of speed cushions along the 2700 blocks of Ralston, Fisk and Armour Lanes as a follow up item to the Inglewood corridor item. Installation of these was completed in October 2021.

On December 3, 2019, the City Council considered traffic calming improvements along the Emerald St. corridor between Prospect Ave. and PCH. These improvements include temporary mini traffic circles (which may need reconsideration given the aversion to temporary installations), 16 to 24 permanent bulbouts, two radar feedback signs as well as striping and signage. Work will begin on

this corridor when the temporary mini-traffic circle reconsideration is addressed. Staff needs to initiate a conversation with the district Council Member.

On March 17, 2020, the City Council considered traffic calming improvements along the Beryl St. corridor between Prospect Ave. and Catalina Ave. On July 6, 2021, the City Council considered additional improvements along the Beryl St. corridor between PCH. and Catalina Ave. based on new requests following implementation of the earlier Beryl St. corridor item. Three intersections, at N. Broadway, N. Elena, and N. Francisca, respectively, were upgraded to all-way stops in October 2021. Additional improvements (lane alignment, striping) will be installed with upcoming road resurfacing projects in FY2022-23.

On March 17, 2020, the City Council also considered traffic calming improvements in the Dow Avenue and Johnston Avenue neighborhood, bounded by Manhattan Beach Boulevard to the north, Vail Avenue to the west, Inglewood Avenue to the east and Robinson Street to the south. Implementation of these improvements began last month and will continue through summer of 2022. The proposed median installation on Beland, will require additional time for design and construction.

On April 19, 2022, the City Council considered traffic calming and pedestrian mobility in the Riviera Village commercial area. Approved recommendations include installation of a raised mid-block pedestrian crossing, in-pavement flashing lights at the mid-block crossing on Avenue I, an all-way stop, enhanced crosswalks, and permanent bulbouts at a number of intersections on Catalina Ave. The bulbout at S. Catalina Avenue and S. Elena Avenue was installed last month as part of a previously initiated effort.

The above list of projects document staff's implementation of the recommendation to institute a more holistic approach to neighborhood traffic calming. While not perfect, and not always fast, it has provided opportunity for neighborhood input and in some cases an iterative approach based on resident desires and technical recommendations.

The topic of traffic calming acceleration was raised again with the Public Works Commission at their recent March meeting (March 28, 2022). While no "blockbuster" improvements in the process were identified, the Commissioners emphasized the need for increased flexibility and more contemporaneous (less linear) activities in the process.

Over the last several years, the City Council has regularly appropriated funding to the Traffic Calming program. Over the last three years, \$756,000 has been appropriated, in addition to carryover funding of \$547,079 that was approved at the beginning of the three-year period. Since then, approximately \$614,507 has been encumbered and/or spent, leaving an available "cash balance" of \$688,572 in the program. However, a significant portion of these funds are spoken for in elements that have been approved by City Council but as yet have not been executed. These pending improvements include approximately 56 bulb-out locations, 20 radar feedback signs, on-call traffic engineering services, one in-pavement flashing light mid-block crossing enhancement, two elevated pedestrian crossings / speed tables, and several additional elements. Staff is proposing an additional appropriation to the Traffic Calming program in the FY 2022-23 CIP Budget to cover pending items and to provide resources for other upcoming projects. The attachment includes a summary of appropriations and expenditures over the three-year period. The table does not include staff time, which can be a significant part of the traffic calming implementation process.

Staff has identified the need to more accurately estimate and capture the costs for traffic calming improvements. Materials and construction costs are constantly changing, sometimes dramatically, which makes estimating costs more difficult during the planning phase for traffic calming elements that may be implemented a year or two afterwards. Staff will seek assistance from available on-call resources to help more accurately predict future costs.

#### All-Way Stop Control - Process Changes

Through this review, staff has found opportunities to improve and shorten the City's traffic calming process to bring items to City Council for decision. For instance, under current policy, the request for an all-way stop requires that the requesting resident circulate a petition among neighbors within 150 feet of the subject intersection and receive signatures in support from at least two-thirds (66%) of those residents. (Staff provides the addresses of potential signors.) This process often drags on, as attempts to catch residents at home can be difficult, and was made even more difficult as a result of pandemic related social distancing requirements.

In recognition of this concern, during the pandemic, staff sent letters to each address within 150 feet requesting consideration of the all way stop and provided an opportunity to provide a signature of support (one per address) that could be returned by mail, email, or dropped off at City Hall. This saved the requesting resident time by reaching all potential signors at once, rather than through door to door efforts, and saved staff time in eliminating the need to verify signatures with qualified residences.

In the past the neighbor to neighbor petition process took 12 to 18 weeks to complete. Staff believes the mailed notice approach by City staff can get a good idea of neighborhood support within four (4) weeks. Residents may still advocate for the request by encouraging their neighbors to return the notice, and even provide replacement copies to neighbors in case the City notice was not seen or kept when delivered by mail. The attachments include a proposed flow chart that communicates the proposed process and estimated timelines for an all way stop request.

**Staff's recommendation is to eliminate the resident driven stop sign request petition process and instead implement a City directed neighborhood survey that accelerates community feedback and allows for a more expeditious scheduling of the stop sign request before the Public Works Commission and City Council.**

Among the ongoing traffic calming requests, staff is currently working on about fourteen (14) all-way stop requests. Of these, five have gone through the City initiated petition process with none returning the 66% positive response rate to carry them forward on the grounds of broad community support. However, one of these five, Ruhland and Felton, is scheduled for the May 23, 2022 Public Works Commission meeting due to staff's safety review of data collected. Notices are pending for the remaining nine (9) locations, with results due four (4) weeks after the mailing. Staff has completed the safety review for each of the others, and found no reason on the history of correctable crashes to move any of the requests forward. A list of the fourteen (14) intersections currently under AWS consideration is included in the attachments.

In addition to shortening timelines for bringing a request to the City Council for a decision, staff is working to be more efficient in managing the request process and implementing the solutions. Staff is improving its traffic request tracking system to be more accessible and helpful to employees and to

be better able to respond to status requests and other reports from the public and City leadership. The software has the ability to generate automated reminders to staff regarding next steps, and to provide dashboard type display of metrics that identify areas of strength and subjects for improvement. An “open ticket report” will provide insight into where a request is on its timeline and in the current workplan. We are targeting a rollout in July 2022 and welcome suggestions to meet the need for transparency. Staff is also upgrading software to acquire and analyze traffic collision data, making the initial review of potential conflict locations less cumbersome and more thorough.

**Staff is in the process of implementing software that will help track traffic calming requests and provide an “open ticket” status report for both internal and external customer review.**

#### Alternative Traffic Calming Measures - Process Changes

Traffic calming (referring to the more precise definition) requests are more complex than all- way stop requests because the optimal improvement package is harder to identify. More often, only the problem is well defined. In these cases, rather than reacting to a request for a specific improvement that may not be appropriate or feasible to install, staff has been practicing an approach that attempts to understand the problem, through discussions with residents, that residents are experiencing, determine levels of support from neighbors and any technical resources, consider the impacts to the neighborhood and work collaboratively with interested residents to identify potential solutions. These potential solutions would then be carried forward for more formal community input through district meetings, the Public Works Commission and ultimately City Council.

Lessons learned from the past few years point to consideration of installing improvements in their final form, rather than administering a trial period using temporary measures. Of note, all of the mini traffic circles that have been placed for a trial period in the last few years were later removed in the wake of resident concerns. These concerns more often had to do with the appearance or functionality of the temporary installation, rather than its effectiveness of the traffic calming device. For instance, all of the installed temporary traffic circles effectively reduced vehicle speeds (that is, calmed traffic), but were opposed due to their unsightly appearance, confusion of pedestrian crossing patterns, or some other item not addressed at installation due to the temporary nature of the facility. Like the all way stop request, staff has developed a draft flow chart to communicate in broad terms the process and expected timelines of a traffic calming request. This is included in the attachments.

**Staff’s recommendation is to eliminate pilot installations of proposed traffic calming improvements that have been widely discussed and approved and instead implement attractive more permanent construction solutions.**

The current vacancy in the Transportation Engineer position, aka the “City Traffic Engineer”, provides an opportunity to improve our systems and approach. Recruitment to fill the vacancy will begin promptly after approval of the revised job specification, which is also on the agenda. Selection of the best candidate will be based not only on technical abilities but also on an understanding of the need to be responsive and accountable to the needs of the City and its residents. Until the position is filled existing staff are working to draw down the existing backlog of requests and to stay current on incoming requests. More complex traffic analyses and other duties of the City Traffic Engineer are being forwarded to an on-call consultant Traffic Engineer. A recently filled vacancy in Engineering Services Division has provided help to carry some of the Transportation Engineer’s CIP project management load. Other projects in the Transportation Engineer’s portfolio are being borne by other

project managers in the Division or by consultants. The need for qualified and sufficient staffing in the Engineering Service Division continues to deserve the full attention of City leadership. The ability for the Transportation Engineer and his/her team to remain focused on traffic matters and traffic related improvements will continue to provide the best traffic engineering service to the residents and visitors of Redondo Beach.

Traffic calming continues to be a mixture of “art and science” and will foreseeably require involvement of interested neighborhood stakeholders, policy makers and technical guidance. The current holistic approach to traffic calming seems to be an improvement to the former prescriptive and deliberate method. However, there is room for continued improvement. Staff has identified areas of improvement related to tracking requests, implementing approved solutions and giving insight into progress being made. Staff welcomes additional comments, suggestions and concerns, in order to better serve the motorists, cyclists and pedestrians using the public right of way in the City.

### **COORDINATION**

This report was coordinated by the Public Works Department with input from the Public Works Commission.

### **FISCAL IMPACT**

There is no fiscal impact from the improvements to traffic calming processes suggested in the report. The work to address traffic calming requests is included in the operating budget of the Public Works Department.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

Traffic Calming CIP 3-Year Tracking List  
DRAFT Flowchart - All-way Stop Requests  
DRAFT Flowchart - Traffic Calming Requests  
List of Active All-way Stop Requests



# Administrative Report

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N.4., File # 22-4162

Meeting Date: 5/17/2022

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**To: MAYOR AND CITY COUNCIL**  
**From: TED SEMAAN, PUBLIC WORKS DIRECTOR**

## **TITLE**

DISCUSSION AND POSSIBLE ACTION ON ACCELERATING THE IMPLEMENTATION OF TRAFFIC CALMING IMPROVEMENTS THROUGH THE REDUCTION OF POLICY BARRIERS AND CHANGES TO PROCESS

## **EXECUTIVE SUMMARY**

Goal 6 of the City Council's recently revised Strategic Plan is to "Enhance the Delivery of City Services." A stated objective under that title is for staff to present a report on "policy changes that would accelerate the implementation of traffic calming improvements". The topic was presented to the Public Works Commission ("Commission") who, in coordination with staff, helped identify certain policy changes that might simplify the City's traffic calming procedures and make it easier for residents to make requests and get results. These ideas are discussed in the background section of the report. Staff appreciates additional feedback from the public and the City Council on this topic to continuously improve the City's engineering processes and provide more timely and responsive service to residents.

## **BACKGROUND**

The term "Traffic Calming" as used (somewhat imprecisely) in the discussion below includes resident requests related to stop controls, speeding, parking, pedestrian and bicycle safety. The City's traffic engineering team works to respond to these resident requests and Council referrals to address concerns as they are observed first hand, or brought to the City's attention. Requests can be as simple as a request for curbs to be painted red adjacent to a residential driveway, and as complex as evaluating ways to reduce and slow traffic through a network of neighborhood streets. Successful policy to address these concerns will be a combination of the "three E's", education, enforcement and engineering.

This discussion focuses on the process to implement engineering (infrastructure and regulatory) improvements, which are meant to modify driver, pedestrian and cyclist behavior to encourage more alert, cautious and thoughtful consideration of other users in the right of way. Improvements to driver behavior typically plays the largest role in bringing "calm" to local traffic and many of the traffic calming tools are directed towards constraints to vehicle operation. Some of these tools are relatively simple to implement, like refreshing striping.

A revised traffic calming policy was reviewed in 2018 by the Public Works Commission over four meetings with an eventual recommendation to take a new approach to Traffic Calming requests. The

revised approach was deemed to be more holistic by considering impacts to a neighborhood rather than studying individual roadway segments or intersections in question. The holistic approach is meant to engage the technical analysis early on, in order to understand impacts on surrounding streets, to identify root causes, and present options to the resident(s) based on technical findings. A down side of this approach, however was that additional time was required for technical analysis and resident input over a larger geographic area. That process was frustrating to many due to the long duration between original request and implementation of the resident's perceived "best solution" to address the concern.

This approach was not formally presented to City Council as such, but was implemented in a number of resident requests that were reviewed by the City Council. In those meetings, after hearing residents with views opposing staff recommendations, other residents' preferences and the final Council decisions, it became clear that while a fast response was desirable, the time taken to get a neighborhood consensus with technical guidance, was also useful in the long run.

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Staff has identified the need to more accurately estimate and capture the costs for traffic calming improvements. Materials and construction costs are constantly changing, sometimes dramatically, which makes estimating costs more difficult during the planning phase for traffic calming elements that may be implemented a year or two afterwards. Staff will seek assistance from available on-call resources to help more accurately predict future costs.

#### All-Way Stop Control - Process Changes

Through this review, staff has found opportunities to improve and shorten the City's traffic calming process to bring items to City Council for decision. For instance, under current policy, the request for an all-way stop requires that the requesting resident circulate a petition among neighbors within 150 feet of the subject intersection and receive signatures in support from at least two-thirds (66%) of those residents. (Staff provides the addresses of potential signors.) This process often drags on, as attempts to catch residents at home can be difficult, and was made even more difficult as a result of pandemic related social distancing requirements.

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**Staff's recommendation is to eliminate the resident driven stop sign request petition process and instead implement a City directed neighborhood survey that accelerates community feedback and allows for a more expeditious scheduling of the stop sign request before the Public Works Commission and City Council.**

Among the ongoing traffic calming requests, staff is currently working on about fourteen (14) all-way stop requests. Of these, five have gone through the City initiated petition process with none returning the 66% positive response rate to carry them forward on the grounds of broad community support. However, one of these five, Ruhland and Felton, is scheduled for the May 23, 2022 Public Works Commission meeting due to staff's safety review of data collected. Notices are pending for the remaining nine (9) locations, with results due four (4) weeks after the mailing. Staff has completed the safety review for each of the others, and found no reason on the history of correctable crashes to move any of the requests forward. A list of the fourteen (14) intersections currently under AWS consideration is included in the attachments.

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be better able to respond to status requests and other reports from the public and City leadership. The software has the ability to generate automated reminders to staff regarding next steps, and to provide dashboard type display of metrics that identify areas of strength and subjects for improvement. An “open ticket report” will provide insight into where a request is on its timeline and in the current workplan. We are targeting a rollout in July 2022 and welcome suggestions to meet the need for transparency. Staff is also upgrading software to acquire and analyze traffic collision data, making the initial review of potential conflict locations less cumbersome and more thorough.

**Staff is in the process of implementing software that will help track traffic calming requests and provide an “open ticket” status report for both internal and external customer review.**

#### Alternative Traffic Calming Measures - Process Changes

Traffic calming (referring to the more precise definition) requests are more complex than all- way stop requests because the optimal improvement package is harder to identify. More often, only the problem is well defined. In these cases, rather than reacting to a request for a specific improvement that may not be appropriate or feasible to install, staff has been practicing an approach that attempts to understand the problem, through discussions with residents, that residents are experiencing, determine levels of support from neighbors and any technical resources, consider the impacts to the neighborhood and work collaboratively with interested residents to identify potential solutions. These potential solutions would then be carried forward for more formal community input through district meetings, the Public Works Commission and ultimately City Council.

Lessons learned from the past few years point to consideration of installing improvements in their final form, rather than administering a trial period using temporary measures. Of note, all of the mini traffic circles that have been placed for a trial period in the last few years were later removed in the wake of resident concerns. These concerns more often had to do with the appearance or functionality of the temporary installation, rather than its effectiveness of the traffic calming device. For instance, all of the installed temporary traffic circles effectively reduced vehicle speeds (that is, calmed traffic), but were opposed due to their unsightly appearance, confusion of pedestrian crossing patterns, or some other item not addressed at installation due to the temporary nature of the facility. Like the all way stop request, staff has developed a draft flow chart to communicate in broad terms the process and expected timelines of a traffic calming request. This is included in the attachments.

**Staff’s recommendation is to eliminate pilot installations of proposed traffic calming improvements that have been widely discussed and approved and instead implement attractive more permanent construction solutions.**

The current vacancy in the Transportation Engineer position, aka the “City Traffic Engineer”, provides an opportunity to improve our systems and approach. Recruitment to fill the vacancy will begin promptly after approval of the revised job specification, which is also on the agenda. Selection of the best candidate will be based not only on technical abilities but also on an understanding of the need to be responsive and accountable to the needs of the City and its residents. Until the position is filled existing staff are working to draw down the existing backlog of requests and to stay current on incoming requests. More complex traffic analyses and other duties of the City Traffic Engineer are being forwarded to an on-call consultant Traffic Engineer. A recently filled vacancy in Engineering Services Division has provided help to carry some of the Transportation Engineer’s CIP project management load. Other projects in the Transportation Engineer’s portfolio are being borne by other

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Traffic calming continues to be a mixture of “art and science” and will foreseeably require involvement of interested neighborhood stakeholders, policy makers and technical guidance. The current holistic approach to traffic calming seems to be an improvement to the former prescriptive and deliberate method. However, there is room for continued improvement. Staff has identified areas of improvement related to tracking requests, implementing approved solutions and giving insight into progress being made. Staff welcomes additional comments, suggestions and concerns, in order to better serve the motorists, cyclists and pedestrians using the public right of way in the City.

### **COORDINATION**

This report was coordinated by the Public Works Department with input from the Public Works Commission.

### **FISCAL IMPACT**

There is no fiscal impact from the improvements to traffic calming processes suggested in the report. The work to address traffic calming requests is included in the operating budget of the Public Works Department.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

Traffic Calming CIP 3-Year Tracking List  
DRAFT Flowchart - All-way Stop Requests  
DRAFT Flowchart - Traffic Calming Requests  
List of Active All-way Stop Requests

**Traffic Calming CIP Job No. 40470- 3 Year Tracker**

<b>Fiscal Year</b>	<b>3-Year Appropriation (includes initial Carryover)</b>	<b>Outstanding Encumbrances</b>	<b>Expenditures</b>	<b>Vendor</b>	<b>Project Details</b>	<b>Specific Project</b>
<i>Previous Year's Carryover</i>	\$ 547,079					
<i>FY 19-20 Budget Adoption</i>	\$ 100,000		\$ 12,821	Nextech Systems, Inc	LED-Enhanced Ped Crossing Solar System	Flagler/Agate and Flagler/Amethyst
			\$ 11,826	Nextech Systems, Inc	Pedestrian Actuated Yellow Beams	Torrance/Broadway and Redondo Ave/Santa Fe
			\$ 62,594	Tapco	LED Embedded Stop Signs	City wide installation
			\$ 25,225	Excel Paving Company	Inglewood/Flagler Resurfacing Project	Pedestrian Crossing Improvements, including a bulbout at Flagler/Amethyst
			\$ 651	Roadline Products Inc, Usa	Safehit post with white HIP reflective tape	City wide installation
			\$ 24,244	KOA Corporation	Traffic Engineering Design Services	Traffic Signal improvements at Yacht Club Way/Harbor Dr., Francisca/Torrance Blvd. and Broadway/Sapphire/Gudalupe in support of safer crossings.
			\$ 1,599	Hi-Way Safety, Inc.	Roundabout and New Pattern Ahead Signs	temp mini traffic circle locations
			\$ 5,436	Rubberform Recycled Products, Llc	Rubberized Traffic Curbing	temp mini traffic circle locations
<i>FY 20-21 Budget Adoption</i>	\$ 240,000					
			\$ 3,045	KOA Corporation	Traffic Engineering Design Services	Traffic Signal improvements at Yacht Club Way and Harbor Dr. in support of safer crossings.
			\$ 31,740	Nextech Systems, Inc	Speed Signs Solar LED	City wide installation
			\$ 9,532	Tapco	Radar Feedback Solar Signs	City wide installation
			\$ 2,600	Denn Engineers	On-Call-CO#6	Site Survey of Maria Ave and Anita Street
<i>FY 21-22 Budget Adoption</i>	\$ -					
		\$ 4,120		Onward Engineering	Traffic Engineering Design Services	Riviera Village Pedestrian Improvements (Catalina Ave/Elena Ave Bulb out)
<i>FY21-22 Mid-Year Appropriation</i>	\$ 416,000	\$ 32,832		Traffic Logix	Radar Feedback Signs	City wide installation

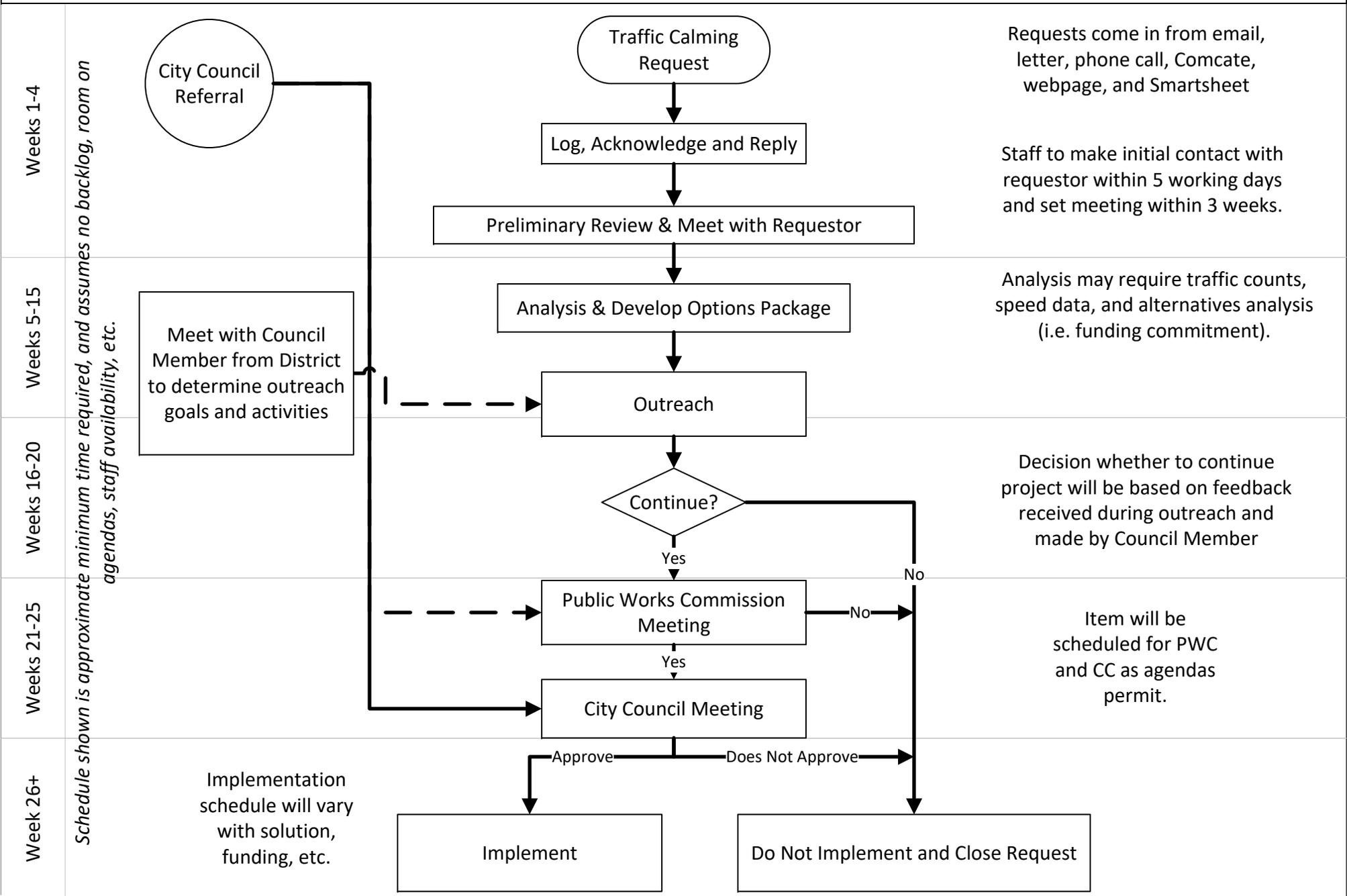
**Traffic Calming CIP Job No. 40470- 3 Year Tracker**

<b>Fiscal Year</b>	<b>3-Year Appropriation (includes initial Carryover)</b>	<b>Outstanding Encumbrances</b>	<b>Expenditures</b>	<b>Vendor</b>	<b>Project Details</b>	<b>Specific Project</b>
		\$ 10,766		CJ Concrete Construction Inc.	Citywide Curb Ramp Improvements	CIP Job. 40399- Citywide Curb Ramp Improvements - Robinson and Phelan bulb out
		\$ 44,959		KOA Corporation	Traffic Engineering Design Services	Traffic Signal improvements at Yacht Club Way/Harbor Dr., Francisca/Torrance Blvd. and Broadway/Sapphire/Gudalupe in support of safer crossings.
			\$ 57,220	KOA Corporation	Traffic Engineering Design Services	Traffic Signal improvements at Yacht Club Way/Harbor Dr., Francisca/Torrance Blvd. and Broadway/Sapphire/Gudalupe in support of safer crossings.
			\$ 149,234	CJ Concrete Construction Inc.	Citywide Curb Ramp Improvements	CIP Job. 40399- Citywide Curb Ramp Improvements at Anita/Maria, Camino Real/Knob hill, South Elena/Catalina, MBB/Vail, and MBB/Dow
			\$ 5,877	National Data & Surveying Services	14HR TMC W/STOP ANALYSIS	Firmona Ave at Fisk Lane/Spreckels Ln/Armour Ln
			\$ 118,187	Excel Paving Company	Traffic Calming Installation	Armour Ln/Fisk Ln/Ralston Ln Speed Cushion
<b>Total</b>		<b>\$ 1,303,079</b>	<b>\$ 92,677</b>			
<b>Total Available*</b>		<b>\$ 688,572</b>				

\* Appropriation and Carryover less Encumbrances and Expenditures



# Traffic Calming Request Flow Chart – **DRAFT, for discussion purposes**



**Active AWS Requests**  
**May 2022**

	<b>Intersection</b>	<b>Date Requested</b>	<b>Mailers sent?</b>	<b>Date mailers sent</b>	<b>Returned/Sent (Response rate)</b>	<b>Reported Correctable Crashes 2018-2022</b>
1	Emerald and Helberta	8/18/2019	Pending	5/16/22		1
2	Spencer and Juanita	6/22/2020	Yes	11/22/21	2/22 (9%)	0
3	Rindge and Ruhland	10/16/2020	Pending	5/16/22		1
4	Marshallfield and Stanford	11/20/2020	Yes	2/9/2022	6/26 (23%)	0
5	Clark and Steinhart	3/29/2021	Yes	11/22/21	2/42 (5%)	0
6	Ruhland and Felton	11/12/2021	Yes	11/22/21	14/42 (33%)	5
7	Felton and Huntington	3/30/2022	Pending	5/16/22		0
8	Ormond and Wollacott	3/15/2022	Pending	5/16/22		0
9	Blossom Ln and Huntington Ln	3/15/2022	Pending	5/16/22		0
10	Huntington Ln and Rindge Ln	3/15/2022	Pending	5/16/22		0
11	Perkins and Mathews	3/15/2022	Pending	5/16/22		1
12	Mathews and Felton	3/15/2022	Pending	5/16/22		1
13	Ave. Del Norte and Via El Prado	4/19/22	Pending	5/16/22		See Note 1.
14	Avenue A and Catalina	Unknown	Yes	11/22/21	11/50 (22%)	1

Note 1 - *This intersection was proposed by staff and authorized by City Council due to sight line concerns. Notification of installation will be sent, rather than petition for support.*

Current policy supports advancing the request to the Public Works Commission when triggered by a resident response rate greater than 66% or resulting from staff safety evaluation. Safety evaluation includes reviewing number of correctable traffic collisions (“crashes”) in recent history and investigating sufficiency of line of sight in the field.



# Administrative Report

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N.5., File # 22-4154

Meeting Date: 5/17/2022

---

**To:** MAYOR AND CITY COUNCIL  
**From:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING PROGRAMS AND GRANT FUNDING AVAILABLE TO SUPPORT THE EXPANSION OF ELECTRIC VEHICLE CHARGERS ON COMMERCIAL CORRIDORS

## **EXECUTIVE SUMMARY**

As part of the Strategic Plan, Council asked staff to report on programs and funding sources to develop additional electric vehicle (EV) charging stations on commercial corridors in the City. Currently, there are both federal and local grant programs available to help move this initiative forward.

At the federal level, the Bipartisan Infrastructure Law (BIL) includes approximately \$7.5 billion in funding for EV chargers over the next 5 years through both formula and competitive grant programs. Locally, Southern California Edison (SCE) is accepting applications for its Charge Ready program which provides full funding for electrical and other infrastructure costs associated with approved EV projects. Staff are working with SCE officials to prepare a Charge Ready application. This report provides an opportunity to discuss possible EV project locations in the City and give direction on the preparation of future grant requests.

## **BACKGROUND**

The move to zero-emission vehicles is an important initiative for federal, state, and local agencies. In California, the California Energy Commission has set the goal of having 1.5 million zero-emission vehicles on California roads by 2025. In order to do our part to support this goal, Council asked staff to investigate programs and grant funding sources that are currently available to build-out additional EV charging stations throughout the City's commercial corridors.

At the federal level, the BIL represents an historic investment in EV charging infrastructure across the United States and will provide \$7.5 billion in funding over the next 5 years through the National Electric Vehicle Infrastructure (NEVI) Formula and the Discretionary Grant Program for Charging and Fueling Infrastructure programs. Distribution of funds will be overseen by the newly formed Joint Office of Energy and Transportation (Joint Office).

States are currently developing EV Infrastructure Deployment Plans outlining their planned apportionment of NEVI funding. State plans are due to the Joint Office by August 1, 2022, and will be approved by September 30, 2022. NEVI funds are directed towards Alternative Fuel Corridors as

well as areas in close proximity to the Interstate Highway System. As such, Redondo Beach is well positioned to utilize the NEVI formula program as Pacific Coast Highway was one of the first Alternative Fuel Corridors designated in 2016, and areas of North Redondo are within 1 mile of Highway 405.

Staff is monitoring developments in California's submission of its EV Infrastructure Deployment Plan and will be ready to move at Council's direction once the application window is opened for local agencies.

In addition to preparing for the possibility of federal funding, staff has also been working with SCE to identify projects that qualify for inclusion in their Charge Ready program, which is aimed at leveraging publicly owned facilities to expand the available EV charging network locally. Under the Charge Ready program, SCE provides no cost evaluation, design, and installation of all the necessary infrastructure improvements required for qualifying projects. At the completion of the SCE-funded infrastructure build-out, the City is responsible for purchasing the charging stations, with SCE providing rebates of up to \$750 per EV charging plug installed.

The City is currently working with SCE to complete site reviews for various Waterfront parking lots through their no-cost Transportation Electrification Advisory Service that could serve as candidates for a Charge Ready application. After identifying the most viable location(s), staff will prepare an application for City Council consideration of approval.

#### **COORDINATION**

The City Manager's Office coordinated the preparation of this report with the Public Works and Waterfront and Economic Development Departments.

#### **FISCAL IMPACT**

There is no fiscal impact associated with the preparation of this report.

#### **APPROVED BY:**

*Mike Witzansky, City Manager*

#### **ATTACHMENTS**

- Map - Alternative Fuel Corridor and Highway Proximity



# Administrative Report

---

N.5., File # 22-4154

Meeting Date: 5/17/2022

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**From:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

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#### **COORDINATION**

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#### **FISCAL IMPACT**

There is no fiscal impact associated with the preparation of this report.

#### **APPROVED BY:**

*Mike Witzansky, City Manager*

#### **ATTACHMENTS**

- Map - Alternative Fuel Corridor and Highway Proximity



Manhattan Beach

Lawndale

Hermosa Beach

Redondo Beach

Clifton

Palos Verdes Estates

**Designated Alternative Fuel Corridors**

-  405 Freeway
-  Pacific Coast Hwy/Sepulveda
-  1 Mile Buffer
-  City Boundary



# **BLUE FOLDER ITEM**

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

## **CITY COUNCIL MEETING MAY 17, 2022**

N.5 DISCUSSION AND POSSIBLE ACTION REGARDING PROGRAMS AND GRANT FUNDING AVAILABLE TO SUPPORT THE EXPANSION OF ELECTRIC VEHICLE CHARGERS ON COMMERCIAL CORRIDORS

**CONTACT:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

**PUBLIC COMMUNICATION**

**From:** [Barbara Epstein](#)  
**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
**Subject:** Agenda 5/17/22 , City Council  
**Date:** Tuesday, May 17, 2022 3:08:40 PM

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CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Please forward to City Manager

# D-1

Dear Council, City Manager, and Staff,

I regret I cannot join you in person tonight, so I would like to join you by mail to welcome Supervisor Mitchell to our city. I am looking forward to us getting to know each other and working together.

#L-1

Budget

Parks and Community Gardens

Of course, I support funding parks and future Community Gardens to make up for what has been missing in past years. The first Community Garden in Alta Vista Park is a pilot project and will be small because of lack of space. There will be many more applications for the 26 space than can be filled, so residents in Districts 3, 4, or 5 look to the city to help find suitable space and funding for more public garden sites in their neighborhoods. I have been asking since 2017. Council people in D-3,4, and 5 were unresponsive in the past.

Permanent Low Income Housing

The Pallet Shelters are a good first step. Now is time to move forward to find funding and sites for very low income permanent housing.

#N-2

Harbor Amenities

We are on the right track. Let us move forward to seek plan and funding for major improvements, guided by resident input.

#N-5

Electric Charging

Let's do it!

#P-1

Charter

Our city will be transformed by re-thinking our charter. As it is now it is failing to serve the Public's interests. Our former city, for example, had the council members take turns being mayor. This one difference took hard politics and drama out of City Hall.

There are many more things we can change to make our government more responsive to its citizens. I will seek to discuss some ideas with Community Services, City Manager, and my councilman, in person.

Thank all of you, always, for all you do on our behalf.

I am grateful.

Barbara Epstein  
[justbarb56@gmail.com](mailto:justbarb56@gmail.com)

Sent from my iPad



# Administrative Report

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P.1., File # 22-4082

Meeting Date: 5/17/2022

---

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

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING THE ESTABLISHMENT OF AND APPOINTMENTS TO A CHARTER REVIEW ADVISORY COMMITTEE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2204-022, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING A CHARTER REVIEW ADVISORY COMMITTEE

## **EXECUTIVE SUMMARY**

On April 19<sup>th</sup>, the City Council reviewed a draft Resolution pursuant to direction given April 5<sup>th</sup> on the establishment of a Charter Review Advisory Committee. Pursuant to Council action and direction, the attached resolution is presented for Council's approval to establish the committee, as directed.

## **ATTACHMENTS**

- Resolution
- Draft Minutes (Excerpt) of City Council Meeting



# Administrative Report

---

P.1., File # 22-4082

Meeting Date: 5/17/2022

---

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

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING THE ESTABLISHMENT OF AND APPOINTMENTS TO A CHARTER REVIEW ADVISORY COMMITTEE

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## **ATTACHMENTS**

- Resolution
- Draft Minutes (Excerpt) of City Council Meeting

**RESOLUTION NO. CC-2204-022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING A CHARTER REVIEW ADVISORY COMMITTEE.**

WHEREAS, the previous City Charter Review Committee held its first meeting on January 25, 1994 and its last meeting on November 18, 1995; and

WHEREAS, the City Council made one of its Strategic Planning goals for City staff to provide a report to Council on options to establish a new City Charter Review Advisory Committee; and

WHEREAS, at its meeting on April 5, 2022 the City Council received a report from the City Attorney and approved a motion giving direction on the number of members of the Committee, the method of appointment and removal of those members, and the subject matters the Committee is to review; and

WHEREAS, it is of the utmost importance for the City of Redondo Beach that the Committee carefully consider, evaluate and make recommendations to the City Council on the many significant issues affecting the City Charter, which is the "Constitution" of our City.

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

SECTION 1. That the Redondo Beach City Council shall establish a seven (7) member Charter Review Advisory Committee.

SECTION 2. The members Charter Review Advisory Committee shall consist of the following seven (7) members:

2 members appointed by the Mayor.

1 member appointed by each City Councilmember.

Each Councilmember and the Mayor shall also appoint one (1) alternate for each of their respective Committee member appointments. An alternate will only be able to vote when the committee member appointed by the same Councilmember or the Mayor is absent from a meeting. If a member resigns or is removed from the Committee, the alternate becomes the member and a new alternate shall be appointed by the respective appointing Councilmember or Mayor (or his/her successor).

SECTION 3. A member of the committee shall be removed for cause for missing 2 or more consecutive meetings of the committee, unless by permission of the City Council expressed in its official minutes, or if he or she ceases to be a resident of Redondo Beach. Additionally, a member or alternate may be removed without cause by a 4/5 vote of the City Council. If a member resigns or is removed from the committee, whether for cause or not, the alternate becomes the Committee member and the appointing Councilmember (or his/her successor) shall appoint a replacement alternate.

SECTION 4. That the Charter Review Advisory Committee shall be advisory to the Mayor and City Council, and be subject to the provisions of the Brown Act. Mayor shall select initial chair,

and then subsequently the committee can agendize appointing a new chair and vote in a new chair by majority vote.

SECTION 5. That the purpose of the Charter Review Advisory Committee shall be to advise the Mayor and City Council on recommended changes to the City Charter to submit to the voters. The subject matters reviewed shall be compartmentalized, with input from the city manager/staff/other elected officials and shall include but not be limited to the following:

- All fiscal limits; contractual obligations; purchasing policies, procurement, etc.
- Article XX, Section 20.1 - Approval of Demands
- Article VIII, Section 8.3c - Contract Signatures
- Article XIX, Section 19 – PW Contracts Bid Limits
- Article XIX, Section 19.1 - Maintenance-Repair and Materials under \$5k
- Article XIX, Section 19.9 – Municipal Purchases
- Article XIX, Section 19.7 – Retention Percentage
- Administrative Business
- City Treasurer Position
- City Clerk
- City Attorney’s Office.

SECTION 6. The Charter Review Advisory Committee shall meet once per month and report back to the City Council every other month.

SECTION 7. Votes as to whether or not to recommend specific changes to the Charter to the City Council shall be by majority vote of the voting members (or their alternate in their absence) present. As the Committee approve recommendations for Charter changes, they should be promptly sent to be placed on a City Council meeting agenda for review and possible submission to the voters.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

SECTION 9. The City Clerk shall certify the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 17th day of May, 2022.

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
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-2204-022 was passed at a regular meeting of the City Council held on the 17th day of May 2022, 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

## **EXCERPT OF DRAFT MINUTES OF 4/19/2022:**

### **P.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE ESTABLISHMENT OF A CHARTER REVIEW ADVISORY COMMITTEE**

**ADOPT RESOLUTION NO. CC-2204-022, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING A CHARTER REVIEW ADVISORY COMMITTEE.**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

City Manager Witzansky gave a staff report.

Councilmember Horvath opposed the language that a 4/5 vote would remove a member without cause.

In response to Councilmember Nehrenheim, City Attorney Webb stated the meetings are set up with one Saturday per month and he would be the staff member.

Councilmember Emdee suggested adding the selection of Mayor process to the charter review.

Mayor Brand called for public comment via Zoom and eComment.

Eugene Solomon, Redondo Beach, suggested reforming language in the code related to the HAPLA position on the Harbor Commission, as HAPLA for all intents and purposes no longer exists. He suggested broadening the appointment eligibility to include successor organizations or some other language that would still represent harbor interests. This would not limited to one organization that may or may not sustain beyond its current formation.

There being no further comments, Mayor Brand closed the public comment period.

City Manager Witzansky requested that the motion include clean-up/correction of typos in the original resolution, Section 5.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to include revisions to the Charter Review Committee Ordinance [s/b resolution] as follows to come back to Council on May 10, 2022:

#### **Mayor gets 2 + 2**

1. Each Councilmember and the Mayor shall appoint one (1) alternate for each of their respective Committee member appointments. An alternate will only be able to vote when the Committee member appointed by the same Councilmember or the Mayor is absent from a meeting. If a member resigns or is removed from the Committee, the alternate becomes the member and a new alternate shall be appointed by the respective appointing Councilmember or Mayor (or his/her successor).

#### **Section 3:**

“Additionally a member or alternate may be removed without cause by a 4/5 vote of the City Council.”

**Section 4:**

1. Remove "...the Planning Commission and..."

Mayor shall select initial chair, and then subsequently the Committee can agendaize appointing a new chair and vote in a new chair by majority vote.

The subject matters reviewed shall be compartmentalized, with input from the City Manager/staff/other elected officials and shall include but not be limited to the following:

Direction to staff to clean up the ordinance [s/b resolution].

Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee  
NOES: None  
ABSENT: None

# **BLUE FOLDER ITEM**

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## **CITY COUNCIL MEETING MAY 17, 2022**

**P.1 DISCUSSION AND POSSIBLE ACTION REGARDING THE ESTABLISHMENT  
OF AND APPOINTMENTS TO A CHARTER REVIEW ADVISORY COMMITTEE**

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CALIFORNIA, ESTABLISHING A CHARTER REVIEW ADVISORY COMMITTEE**

- **MAYOR AND COUNCIL APPOINTMENTS LIST**
- **PUBLIC COMMUNICATION**

**CHARTER REVIEW ADVISORY COMMITTEE APPOINTMENTS  
CC 5/17/2022**

<b>MAYOR/COUNCIL APPOINTMENTS</b>	<b>APPOINTEE</b>	<b>ALTERNATE</b>
<b>MAYOR (2)</b>	<b>MARK NARAIN</b>	<b>ROGER LIGHT</b>
	<b>JOE DAWIDZIAK</b>	<b>WAYNE CRAIG</b>
<b>NEHRENHEIM/DISTRICT 1</b>	<b>TO BE DETERMINED (TBD)</b>	<b>TBD</b>
<b>LOEWENSTEIN/DISTRICT 2</b>	<b>TBD</b>	<b>TBD</b>
<b>HORVATH/DISTRICT 3</b>	<b>RON MAROKO</b>	<b>MATTHEW HINSLEY</b>
<b>OBAGI/DISTRICT 4</b>	<b>BOB PINZLER</b>	<b>JULIE YOUNG</b>
<b>EMDEE/DISTRICT 5</b>	<b>TBD</b>	<b>TBD</b>

**From:** [Barbara Epstein](#)  
**To:** [CityClerk](#); [Bill Brand](#); [Todd Loewenstein](#); [Nils Nehrenheim](#); [Zein Obagi](#); [Cameron Harding](#)  
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Thank all of you, always, for all you do on our behalf.

I am grateful.

Barbara Epstein  
justbarb56@gmail.com

Sent from my iPad