

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 LAWNDALÉ,
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

EXHIBIT A

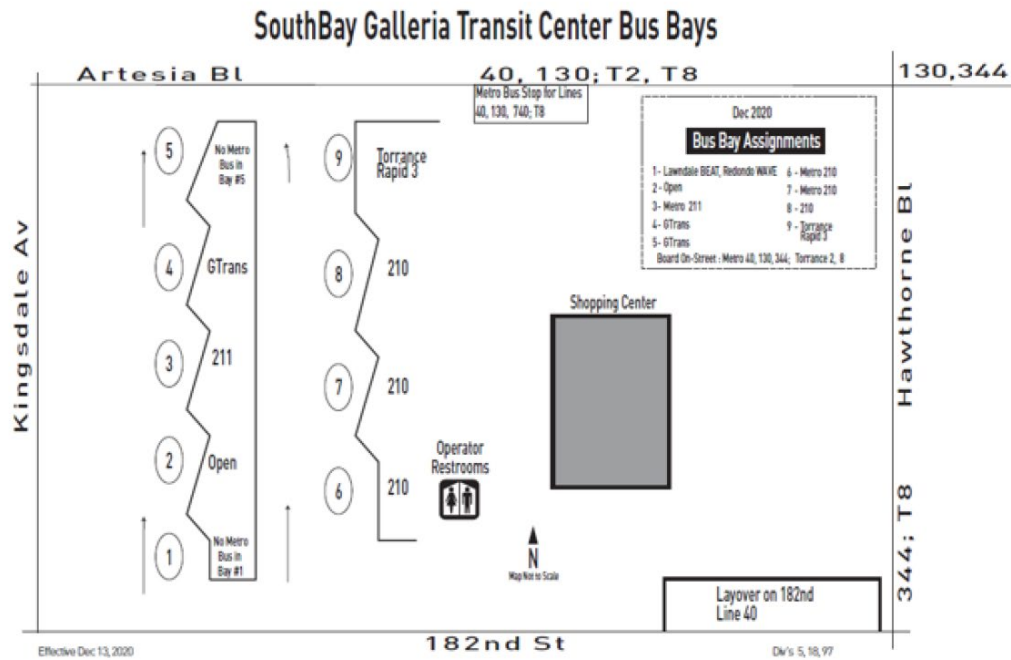
TRANSIT CENTER

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

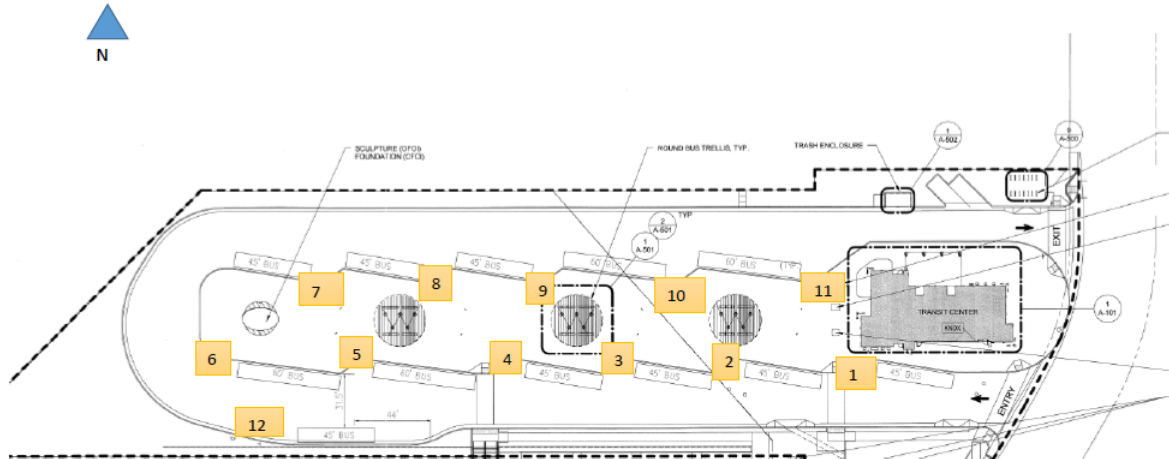
Transit Center Bus Bay Assignments

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, November 2021