

October 4, 2022

Eleanor Manzano
Elected City Clerk
City of Redondo Beach
415 Diamond Street, Door 1
Redondo Beach, CA 90277

Eleanor Manzano

RE: Investigations

Dear Ms. Manzano:

The W Group, Inc. is pleased to confirm the engagement of our services which is memorialized in the Agreement that follows.

Services

You have asked that we perform a variety of investigative and consulting services (the "Assignment"). This Agreement applies to all agents and/or representatives engaged by The W Group on the Assignment.

We understand that you may ask us to undertake additional tasks on the Assignment that will be governed by the terms set forth in this document, unless different terms are set forth and agreed to by both of us. During the course of the Assignment, please let us know if you have any questions at any time. It is our hope to provide timely services to you through an open line of communication.

We agree to perform the Assignment under your direction. We understand that you may supply us with certain information and materials which are confidential and, in certain limited cases, might be protected by attorney-client privilege, and we agree that such information and materials are attorney work product and are protected by the attorney-client privilege. We also agree that all work performed by The W Group during this Assignment is governed by the City of Redondo Beach Municipal Code, and any amendments thereto. We will keep such information in strict confidence and will not disclose it to anyone not authorized by you, we will not use it for any other purpose, both during the time of our work on this matter and afterwards. We further agree that, at the end of our engagement on this matter, we will return to you all documents containing any such confidential information.

We understand that we should, as a general matter, refrain from discussing our work on this matter with others unless directed by the City of Redondo Beach. If we have any questions now or in the future about what we can or cannot say about this case or our work for you, we will discuss it with you or another representative designated by you.

Indemnification

You agree to hold harmless, indemnify and defend The W Group, Inc., (including costs of any retained counsel mutually approved by The W Group, Inc. and the City of Redondo Beach) its officers, employees, contractors and agents from any and all claims, actions, losses, damages and liability arising out of the performance of this Agreement, or from the enforcement or interpretation of any provision of the City of Redondo Beach Municipal Code, from any cause

whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by The W Group, Inc. on account of any claim except where such indemnification is prohibited by law. Your agreement to hold harmless and to indemnify us does not extend to such claims, damages and costs resulting from any actions by us constituting gross negligence, fraud, willful or unlawful conduct or a breach of this Agreement.

Confidentiality

Unless otherwise directed by the City of Redondo Beach, we agree to maintain the confidentiality of all confidential and proprietary information we receive from you. While investigations authorized by the City of Redondo Beach are pending and/or awaiting a final prosecution decision, you, and third-party partners of City of Redondo Beach, agree that reports and information received from us will be treated as confidential and are intended solely for your private and exclusive use, except with our prior consent. If a prosecution declination decision results from any work performed by us, the City of Redondo Beach agrees to protect all non-disclosable information as well as any personally identifiable information (PII) that is otherwise protected by California statutes.

Notwithstanding the foregoing, The W Group, Inc. and the City of Redondo Beach agree that confidential or proprietary information does not include any information that is:

- Required to be disclosed by law, including without limitation the California Public Records Act; and
- Required to be disclosed by government order.

Termination

City may terminate this Agreement upon at least thirty days written notice to The W Group prior to the termination date. The W Group shall be paid for all services and reasonable out-of-pocket expenses incurred prior to the termination date. Written notice must be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Eleanor Manzano
Elected City Clerk
City of Redondo Beach
415 Diamond Street, Door 1
Redondo Beach, CA 90277

The W Group
1630 N. Main Street
Suite 318
Walnut Creek, CA 94596

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.

Fees and Charges

We have agreed to charge for our professional services at our agreed upon project rate of \$200 per hour per professional assigned to any aspect of the Assignment, plus reasonable out-of-pocket expenses. Any reasonable out-of-pocket expenses arising out of performance of this Agreement, including database fees, court costs, copying fees, parking, mileage in accordance with the IRS rate, and tolls are in addition to professional fees and will be passed along at cost. From time to time, and with the prior written approval of the City of Redondo Beach, The W Group, Inc, may retain the services of court-certified experts, such as videographers, questioned

document examiners or election accountants. The costs for those professionals will be incorporated into any invoices submitted to the City of Redondo Beach. However, no costs described in this section shall be paid unless receipts substantiating the expenses are attached to the invoices.

We agree that, as an independent consultant, we are not employees of the City of Redondo Beach. As such, we are responsible for any tax obligations arising from payment of consulting fees to us.

We shall provide invoices on a monthly basis, and payment of those invoices are due within forty five (45) days of City of Redondo Beach's receipt of the invoice; provided, however, that there is no dispute over the amount. The invoices will detail reasonable out-of-pocket expenses, as well as provide a brief description of relevant tasks of each project.

This Agreement shall be effective as of the date on which we first provide services to you. If this engagement letter is satisfactory to you, kindly execute and return this document.

We look forward to assisting your efforts on this Assignment.

Very truly yours,

Scott A. Wilcox
President

Michael G. Wagner
Vice President

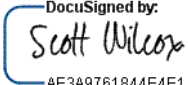
SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 4th day of October, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

THE W GROUP, INC.,
a California corporation

William C. Brand, Mayor

DocuSigned by:

AE3A9761844E4E1...
By: _____
Name: Scott A. Wilcox
Title: President

Eleanor Manzano, City Clerk

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2022

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).

PRODUCER Costanza Ins. Agency, Inc 3010 LBJ Freeway Suite 925 Dallas TX 75234-	CONTACT NAME:		
	PHONE (A/C, No., Ext): (972)991-6084	FAX (A/C, No.): (972)991-2139	
	E-MAIL ADDRESS:		
INSURED The W Group, Inc. 1630 N. Main Street Suite 318 Walnut Creek CA 94596-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Steadfast Insurance		26387
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ERRORS AND OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EOL0288485-04	12/11/2021	12/11/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

AI 016641

CITY OF REDONDO BEACH 415 DIAMOND STREET 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