



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF REDONDO BEACH  
AND  
SOUTH BAY PARKLAND CONSERVANCY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the City of Redondo Beach ("City"), a municipal corporation, and South Bay Parkland Conservancy, a 501(c)(3) non-profit organization (hereinafter "SBPC").

Whereas, on June 19, 2018, the Redondo Beach City Council approved \$100,000 in funding for Hopkins Wilderness Park ("Wilderness Park") located at 1102 Camino Real, Redondo Beach, California, which comprised of \$19,700 for the upper pond repair and maintenance contract, \$50,000 for the lower pond and the remainder of the funding to be used towards habitat restoration and native plant design services; and

Whereas, on June 28, 2019, the Redondo Beach City Council approved carryover funding in the amount of \$17,000 to continue the efforts of habitat restoration and native plant design services and \$30,000 of FY 2020 towards additional professional services for habitat restoration and native plant design services at Wilderness Park; and

Whereas, to date SBPC has been compensated without an MOU, for habitat restoration and native plant design services in the amount of \$18,316.50; and

Whereas, to date SBPC has submitted Invoice #10 to the City for habitat and restoration and native plant design services completed through February, 2021 in the amount of \$10,605.00. Payment for Invoice #10 is being held until the MOU is approved by the Redondo Beach City Council; and

Whereas, the City and SBPC desire to enter into this MOU in order for SBPC to continue to provide habitat restoration and native plant design services at Wilderness Park and for the City to compensate SBPC for those efforts; and

Whereas, the City Council set aside funds in the City's Capital Improvement Projects Fund for such efforts; and

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Services

## A. SBPC'S Duties

SBPC will work with the City to plan and implement landscaping improvements to the upper and lower pond area of Wilderness Park as part of the current Capital Improvement Project. SBPC shall coordinate, in advance, all schedules, on-site project work with City representatives. SBPC is also responsible to contact the City Arborist and Deputy Public Works Director to schedule City inspections and attain required City permits. SBPC shall be responsible for coordinating and obtaining approval from the City for project supplies and plant material prior to purchases.

SBPC shall perform the following:

### 1. LANDSCAPE DESIGN

- Identify and select native plant palette for purchase.
- Design plant layout with special attention to natural topography, light exposure, and specific needs of each plant biome.
- Design basic trail layout and maintenance paths.
- Construct long-term work schedule and budget.
- Provide content for updated signage in the park (including interpretive signage for habitat biomes).
- Provide new CAD drawings of restoration areas with updated tree mapping.
- Present designs and plans for additional park improvements, and collaborate with City to receive approval and to organize the ongoing improvement effort at the park.

### 2. SITE PREP

- Clear sites to be planted from overgrown brush, and debris using hand tools.
- Loosen soil with hand tools to clear out invasive plants and grasses down to the root.
- Move debris into piles; which are to be removed by SBPC prior to the end of each work day.
- Conduct light surfacing along maintenance paths using hand tools.
- Improve slopes and underutilized aspects of the park by removing, with City Arborist's consent, invasive plant species, and establishing functioning biomes of local native habitat.

### 3. PLANTING

- Unload, organize, and water plant inventory as recommended by Landscape Architect
- Conduct plant layout.
- Dig holes in existing soil with hand tools. Fill with water to saturate (may add soil amendments as needed).
- Plants to be placed in holes and covered with 1/4"-1/2" of soil on top (follow with water).

- Introduce, with City Arborist's consent, drought tolerant, sustainable native plants found within the California coastal sage scrub, chaparral, oak woodland, dune, grassland/meadow, and Riparian plant communities.

Planting Season: November- April

Plants watered 4x-8x/month

Events are approved by city Arborist and scheduled 4-8x/month

#### 4. ONGOING MAINTENANCE

- Identify invasive plants, and weed around existing native plants.
- Supplemental watering around existing native plants and trees (using hoses and tree gators).
- Re-naturalize restoration areas with natural found items (logs, rocks etc).
- Prune, protect and support existing native plants against trampling.
- Resurfacing of pathways using hand tools.
- Keep tools organized in the SBPC storage shed/container, separate damaged tools for repair/replacement, and keep all hose coiled.

Maintenance Season: May-October

- Plants to be watered 1x/month (or less in times of drought).
- Events are approved by City Arborist and scheduled 1-2x/month (summer workshops, tours, studies, and ongoing maintenance).

#### 5. TEAM MANAGEMENT

- All schedules to be provided to the City seven (7) days prior to the start of each project.
- Organize online sign-ups for restoration crew members with provided waivers and strict adherence to COVID guidelines.
- Educate and instruct crew members about native plants, and how to work with them.
- Manage and train crew members on work tasks, instruct proper use of basic tools, inform of common safety practices, and supervise to ensure quality of work.
- Keep tools, gloves, hoses etc. organized in the SBPC storage shed/container. Separate damaged tools for repairs/replacement
- Provide project ideas, instruction, opportunities, and organizational support to community members (Eagle Scouts, students pursuing careers in Environmental Sciences, clubs etc.)
- Coordinate guest speakers and visiting industry professionals.
- Coordinate materials needed for workshops (i.e. soil test kits used by RUHS students for field studies).

#### 6. FUNDRAISING/COMMUNITY INVOLVEMENT

- Apply for additional grants and conduct fundraisers to help improve the park amenities and resources (i.e. grants to restore upper/lower ponds etc.)

- Provide volunteer opportunities, projects, outdoor educational workshops, tours and other outdoor educational opportunities for community members within the park
- Coordinate restoration efforts with student groups, organizations, businesses, and community members.
- SBPC shall be responsible for coordinating in advance and managing, with City Arborist's consent, scheduling and overseeing all project volunteers.

#### B. CITY'S DUTIES

- Review and respond to proposed schedules, proposed project work and plant purchases in a timely manner.
- Provide scheduled access to Wilderness Park
- Tools to be stored and controlled by SBPC in their own storage facility, i.e. shed or container
- Conduct yearly review of SBPC plans prior to budget preparation

#### 2. Term and Time for Completion

The effective date of this MOU is July 19, 2018 and shall continue until June 30, 2022. SPPC shall complete the services described above no later than June 30, 2022.

Dates and times of all activity in Wilderness Park shall be coordinated in advance with the City's Public Works Department City Arborist.

SBPC shall provide at least seven (7) days advanced written notice to the City's Public Works Department with respect to any proposed changes to any agreed upon construction dates and times. Notice may be sent to the following addresses:

City of Redondo Beach  
 1922 Artesia Boulevard  
 Redondo Beach, CA 90278  
 Attn: Cameron Harding, Director of Community Services

And

City of Redondo Beach  
 531 N. Gertruda  
 Redondo Beach, CA 90277  
 Attn: Mike Klein, Deputy Director, Public Works

#### 3. Compensation

Provided SBPC is not in default under this MOU, SBPC shall be compensated as provided below.

- A. **AMOUNT.** SBPC shall be reimbursed for plant materials purchased from pre-approved nurseries and tool suppliers at cost and services rendered upon completion of those efforts. SBPC's total reimbursement shall not exceed the amount of \$77,300 during the term of this MOU. After payment of Invoice #10, which totals \$10,605, the total amount paid to SBPC will be \$28,921.50. The remaining balance available in the MOU will total \$48,378.50. SBPC shall coordinate, in advance, all on-site project work and plant material purchases with City Arborist and provide notification of purchase and competitive bids.

Reimbursement shall be paid solely from the Wilderness Park Improvement Capital Improvement Project account.

The City shall not reimburse for donated materials.

Hourly Rate. SBPC shall be paid the following hourly rates for services described herein.

<b>Name / Company</b>	<b>Services</b>	<b>Hourly Rate</b>
Jacob Varvarigos, Vigos Enterprises	Project management: plant layout, trail surfacing, site prep	\$40
Bill Petitt	Native landscaping services: site prep, manage work crew, organize inventory for placement	\$30
Laborer	Trail surfacing, re-naturalizing	\$20

- B. **METHOD OF PAYMENT.** SBPC shall provide invoices to City for plant material purchases or services rendered for approval and payment. Invoices must indicate services performed, dates of service, and fee charged. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to the City. SBPC is required to provide back-up material upon request and receipts with related invoice.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay SBPC within thirty (30) days of receipt of the invoice for authorized purchases (and approved services) that were completed in the prior month to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and SBPC shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

SBPC. South Bay Parkland Conservancy  
2215 Artesia Blvd., #1821  
Redondo Beach, CA 90278  
Attn: Jacob Varvarigos, President

City. City of Redondo Beach  
1922 Artesia Blvd.  
Redondo Beach, CA 90278  
Attn: Cameron Harding, Director of Community Services

And

City of Redondo Beach  
531 N. Gertruda  
Redondo Beach, CA 90277  
Attn: Mike Klein, Deputy Director, Public Works

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

4. Independent Contractor: SBPC acknowledges, represents and warrants that SBPC is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This MOU shall not be construed as a contract of employment. SBPC shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this MOU. Due to the independent SBPC relationship created by this MOU, the City shall not withhold state or federal income taxes, the reporting of which shall be SBPC's sole responsibility.
5. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this MOU 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, SBPC 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 SBPC's consent. Notwithstanding the foregoing, SBPC shall not be obligated to assign any proprietary software or data developed by or at the direction of SBPC for SBPC's own use; provided, however, that SBPC 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.
6. Inspection. If the services set forth herein 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 SBPC to conduct any inspections SBPC has agreed to perform pursuant to the terms of this MOU.



SBPC shall be solely liable for said inspections performed by SBPC. SBPC shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by SBPC hereunder.

7. Services. The project or services set forth herein shall be performed to the full satisfaction and approval of the City. City shall furnish SBPC to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of SBPC's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of SBPC.
8. Records. SBPC, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee and volunteer time sheets, work papers, and correspondence pertaining to the project or services set forth herein. SBPC, including any of its subs 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 SBPC's completion of performance of this MOU. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
9. Changes and Extra Work. All changes and/or extra work under this MOU shall be provided for by a subsequent written amendment executed by City and SBPC.
10. Professional Ability. SBPC acknowledges, represents and warrants that SBPC 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 SBPC as a material inducement to enter into this MOU. SBPC shall perform in accordance with generally accepted professional practices and standards of SBPC's profession.
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 MOU at any time prior to completion by SBPC of the project or services hereunder, immediately upon written notice to SBPC. In the event of any such termination, SBPC 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 SBPC for this MOU, prior to SBPC's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that SBPC is not able to cancel such orders. Compensation for SBPC in such event shall be determined by the City in accordance with the percentage of the project or services completed by SBPC; and all of SBPC'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 MOU, 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 SBPC 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 MOU, the City may immediately terminate this MOU by giving written notice of such termination, stating the reasons for such termination. SBPC 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 SBPC's breach of this MOU.
13. Conflict of Interest. SBPC acknowledges, represents and warrants that SBPC 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 MOU. SBPC further acknowledges, represents and warrants that SBPC has no business relationship or arrangement of any kind with any City official or employee with respect to this MOU. SBPC acknowledges that in the event that SBPC shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this MOU, all consideration received under this MOU shall be forfeited and returned to City forthwith. This provision shall survive the termination of this MOU for one (1) year.
14. Indemnity. To the maximum extent permitted by law, SBPC 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 SBPC'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 MOU, 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. SBPC's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SBPC or Indemnitees. This indemnification obligation shall survive this MOU and shall not be limited by any term of any insurance policy required under this MOU.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against SBPC because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this MOU.



- b. Waiver of Right of Subrogation. SBPC, 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. SBPC shall comply with the requirements set forth in Exhibit "A." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this MOU. Further, all volunteers and workers shall execute a "release of liability" in the form attached to Exhibit "A" prior to working on the Project.
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 MOU.
17. Compliance with Laws. SBPC 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 MOU, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. SBPC acknowledges that the services which SBPC shall provide under this MOU are unique, personal services which, except as otherwise provided herein, SBPC shall not assign or sublet to any other party. Any attempt by SBPC to assign any or all of its rights under this MOU without first obtaining the City's prior written consent shall constitute a material default under this MOU.
19. Integration. This MOU constitutes the entire MOU between the parties concerning the subject matter hereof and supersedes any previous oral or written MOU; provided, however, that correspondence or documents exchanged between SBPC and City may be used to assist in the interpretation of the exhibits to this MOU.
20. Amendment. This MOU may be amended or modified only by a subsequent written amendment executed by both parties.
21. Conflicting Provisions. In the event of a conflict between the terms and conditions of this MOU and those of any exhibit or attachment hereto, this MOU 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 SBPC.
22. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by SBPC hereunder shall be non-exclusive, and City reserves the right to employ other entities in connection with the project.


23. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference.
24. Time of Essence. Time is of the essence of this MOU.
25. Confidentiality. To the extent permissible under law, SBPC shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
26. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this MOU shall not be considered "third parties."
27. Governing Law and Venue. This MOU shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
28. Attorneys' Fees. In the event either party to this MOU brings any action to enforce or interpret this MOU, 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 MOU.
29. Claims. Any claim by SBPC against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
30. Interpretation. SBPC acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this MOU. This MOU shall be interpreted as if drafted by both parties.
31. Severance. Any provision of this MOU that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this MOU shall remain enforceable to the fullest extent permitted by law.
32. 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 MOU on behalf of City. The party signing on behalf of SBPC warrants and represents that he or she is duly authorized to enter into and execute this MOU on behalf of SBPC, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this MOU on behalf of SBPC.
33. Waiver. The waiver by the City of any breach of any term or provision of this MOU shall not be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Redondo Beach, California, as of this 7<sup>th</sup> day of September, 2021.

CITY OF REDONDO BEACH,  
A chartered municipal corporation

SOUTH BAY PARKLAND  
CONSERVANCY, a 501(c)(3) non-  
profit organization

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

  
\_\_\_\_\_  
Jacob Varvarigos  
President

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

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

## **EXHIBIT "A"**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification obligations under this MOU, 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.