

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, January 5, 2021**

415 DIAMOND STREET, REDONDO BEACH

**THIS VIRTUAL MEETING IS HELD PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED
BY GOVERNOR NEWSOM ON MARCH 17, 2020.**



**Bill Brand, Mayor
Nils Nehrenheim, Councilmember, District 1
Todd Loewenstein, Councilmember, District 2
Christian Horvath, Councilmember, District 3
John F. Gran, Councilmember, District 4
Laura Emdee, Councilmember, District 5**

**Michael W. Webb, City Attorney
Eleanor Manzano, City Clerk
Steven Diels, City Treasurer**

AGENDA AND SUPPORTING MATERIALS - An agenda packet is available 24 hours a day at the Redondo Beach Police Department and at www.redondo.org on the City Clerk page. Agenda packets are available during Library hours, at the reference desks at the Redondo Beach Main Library and Redondo Beach North Branch Library. During City Hall hours, agenda packets are available for review in the Office of the City Clerk, Door 1.

AGENDA POSTING NOTIFICATION - If you would like to receive notification of the agenda availability, please subscribe to our eNotify list at www.redondo.org/services/subscribe.asp. You will receive notification when the agenda is available for viewing on the website and you may view and/or print a copy of the agenda.

DOCUMENTS DISTRIBUTED FOLLOWING THE POSTING OF THE AGENDA (BLUE FOLDER ITEMS) - Any writing that relates to an agenda item for an open session that is distributed within 72 hours of the meeting is available for public inspection at the City Clerk's Office, 415 Diamond Street, Door 1, Redondo Beach. In addition, such writings and documents will be posted on the City's website at www.redondo.org

PUBLIC COMMENT - The public is encouraged to address the City Council on any matter posted on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council on non-agenda items, you may do so during the **PUBLIC PARTICIPATION ON NON-AGENDA ITEMS** section on the agenda. Each person is allotted three (3) minutes to speak.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

AMERICANS WITH DISABILITIES ACT - It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

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CITY COUNCIL AGENDA
Tuesday, January 5, 2021**

415 DIAMOND STREET, REDONDO BEACH

THIS VIRTUAL MEETING IS HELD PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR NEWSOM ON MARCH 17, 2020.

CANCELLED 4:30 PM - CLOSED SESSION - ADJOURNED REGULAR MEETING

6:00 PM - OPEN SESSION - REGULAR MEETING

**ALL COUNCILMEMBERS ARE PARTICIPATING BY VIRTUAL MEETING.
MEMBERS OF THE PUBLIC MAY ONLY PARTICIPATE BY ZOOM,
eCOMMENT OR EMAIL.**

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 office website at 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. OTHERWISE, PLEASE SEE ABOVE TO WATCH/LISTEN TO MEETING):

Register in advance for this meeting:

https://us02web.zoom.us/webinar/register/WN_agnMKIHqRA6a1m08MqwHag

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:

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

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

E. APPROVE ORDER OF AGENDA

F. AGENCY RECESS

F.1. [REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY](#)

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

F.2. [SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY](#)

CONTACT: ANGELICA ZAVALA, HOUSING SUPERVISOR

F.3. [PARKING AUTHORITY - REGULAR MEETING - CANCELLED](#)

CONTACT: STEPHEN PROUD, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

G. BLUE FOLDER ITEMS- ADDITIONAL BACK UP MATERIALS

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

G.1. [For Blue Folder Documents Approved at the City Council Meeting](#)

H. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any City Council Member may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Council for discussion. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.

H.1. [APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JANUARY 5, 2021](#)

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. SEPTEMBER 1, 2020 REGULAR MEETING
B. SEPTEMBER 8, 2020 ADJOURNED REGULAR MEETING
CONTACT: ELEANOR MANZANO, CITY CLERK
- H.4.** PAYROLL DEMANDS
CHECKS 27043-27069 IN THE AMOUNT OF \$42,064.65, PD. 12/11/2020
DIRECT DEPOSIT 229769-230222 IN THE AMOUNT OF \$1,795,097.58, PD. 12/11/2020
CHECKS 27070-27070 IN THE AMOUNT OF \$3,131.59, PD. 12/11/2020
DIRECT DEPOSIT 230223-230226 IN THE AMOUNT OF \$4,852.83, PD. 12/11/2020
EFT/ACH \$7,477.52, PD. 11/27/2020 (PP2024)
EFT/ACH \$354,103.83, PD. 12/3/2020 (PP2024)
EFT/ACH \$7,477.52, PD. 12/11/2020 (PP2025)
EFT/ACH \$352,976.07, PD. 12/14/2020 (PP2025)
- ACCOUNTS PAYABLE DEMANDS
CHECKS 97175-97335 IN THE AMOUNT OF \$1,845,083.99
EFT CALPERS MEDICAL INSURANCE \$339,151.62
EFT BARINGS MULTIFAMILY CAPITAL \$315,863.00
DIRECT DEPOSIT 100004299-100004408 IN THE AMOUNT OF \$102,532.07, PD. 1/4/2020
REPLACEMENT DEMAND 97174
CONTACT: MARNI RUHLAND, FINANCE DIRECTOR
- H.5.** EXCUSE ABSENCES OF VARIOUS COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS
CONTACT: ELEANOR MANZANO, CITY CLERK
- H.6.** APPROVE AN AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. TO PROVIDE CONSULTATION SERVICES IN THE ADMINISTRATION OF THE INCLUSIONARY AFFORDABLE HOUSING PROGRAM FOR THE AMOUNT NOT TO EXCEED \$50,000 FOR THE TERM NOVEMBER 1, 2020 - OCTOBER 31, 2022
CONTACT: ANGELICA ZAVALA, HOUSING SUPERVISOR
- H.7.** APPROVE AN ADDENDUM TO THE MARCH 20, 2020 MASTER AGREEMENT WITH HAPPY SOFTWARE, LLC, AN MRI SOFTWARE LLC COMPANY, FOR THE AMOUNT NOT TO EXCEED \$4,560 PER YEAR AND A FIVE-YEAR TOTAL OF \$22,800 ALLOCATED FROM RESTRICTED SECTION 8 CARES ACT HOUSING ADMINISTRATION FUNDS FOR THE TERM JANUARY 01, 2021 THROUGH DECEMBER 31, 2025
CONTACT: ANGELICA ZAVALA, HOUSING SUPERVISOR

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

J.1. [For eComments and Emails Received from the Public](#)

K. EX PARTE COMMUNICATIONS

This section is intended to allow all elected officials the opportunity to reveal any disclosure or ex parte communication about the following public hearings

L. PUBLIC HEARINGS

L.1. [PUBLIC HEARING TO CONSIDER SUBSTANTIAL AMENDMENTS TO THE 2019-2020 AND 2020-2021 ANNUAL ACTION PLANS FOR REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\) FUNDS AND ALLOCATION OF CDBG-CV3 FUNDS](#)

PROCEDURES:

a. Open Public Hearing, take testimony; and

b. Close Public Hearing; and

c. Approve the proposed substantial amendment to the 2019-2020 and 2020-2021 annual action plans

CONTACT: LAURIE KOIKE, INTERIM COMMUNITY SERVICES DIRECTOR

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

O. CITY MANAGER ITEMS

O.1. [DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S LOCAL EMERGENCY PERTAINING TO COVID-19](#)

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2101-001, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE ACTIONS OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN ISSUING ADDITIONAL EMERGENCY PUBLIC ORDERS PERTAINING TO COVID-19 UNDER THE CITY OF REDONDO BEACH'S EMERGENCY AUTHORITY

CONTACT: JOE HOEFGEN, CITY MANAGER

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. CLOSED SESSION

S. RECONVENE TO OPEN CLOSED 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, January 12, 2021, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California, via teleconference.



Administrative Report

F.1., File # 20-1773

Meeting Date: 1/5/2021

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

**THIS VIRTUAL MEETING IS HELD PURSUANT TO
EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR
NEWSOM ON MARCH 17, 2020**

**AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, JANUARY 5, 2021 - 6:00 P.M.
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET**

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

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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

C. CONSENT CALENDAR

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

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of January 5, 2021.

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

C3. APPROVAL OF MINUTES:

a. Regular Meeting of December 1, 2020.

C4. APPROVAL OF CHECK NUMBERS 000466 THROUGH 000467 IN THE TOTAL AMOUNT OF \$3,342.99.

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS

- G. PUBLIC HEARINGS**
- H. OLD BUSINESS**
- I. NEW BUSINESS**
- J. MEMBERS ITEMS AND REFERRALS TO STAFF**
- K. ADJOURNMENT**

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, February 2, 2021, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

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



Eleanor Manzano
City Clerk

415 Diamond Street, P.O. Box 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 318-0656
fax 310 374-0220

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

AFFIDAVIT OF POSTING

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

Legislative Body Community Financing Authority
Posting Type Regular Meeting Agenda
Posting Locations 415 Diamond Street, Redondo Beach, CA 90277
 ✓ City Hall Kiosk
Meeting Date & Time January 5, 2021 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk
Redondo Beach Community Financing Authority

Date: December 22, 2020

MOTION TO READ BY TITLE ONLY

and waive further reading of all
Ordinances and Resolutions on the Agenda.

Recommendation - Approve

CALL TO ORDER

Via Teleconference, a Regular Meeting of the Community Financing Authority was called to order by Chairman Brand at 6:34 p.m. in the City Hall Council Chamber, 415 Diamond Street.

ROLL CALL

Members Present: Nehrenheim, Loewenstein, Horvath, Gran, Emdee, Chairman Brand
Members Absent: None
Officials Present: Eleanor Manzano, City Clerk
Michael Webb, City Attorney
Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

A. APPROVAL OF ORDER OF AGENDA

It was the consensus of the Authority to approve the Order of Agenda as presented.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION – NONE

B1. BLUE FOLDER ITEMS – NONE

C. CONSENT CALENDAR

C1. APPROVE AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of December 1, 2020.

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

C3. APPROVE THE FOLLOWING MINUTES:

a. Regular Meeting of October 6, 2020.

C4. APPROVE CHECK NUMBER 000463 THROUGH 000465 IN THE TOTAL AMOUNT OF \$25,255.66.

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

Motion by Member Gran, seconded by Member Horvath, to approve Items C1 through C4. Motion carried unanimously, with the following roll call vote:

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

D. EXCLUDED CONSENT CALENDAR ITEMS - NONE

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

- F. EX PARTE COMMUNICATIONS – NONE**
- G. PUBLIC HEARINGS – NONE**
- H. OLD BUSINESS – NONE**
- I. NEW BUSINESS – NONE**
- J. MEMBERS ITEMS AND REFERRALS TO STAFF – NONE**
- K. ADJOURNMENT: 6:39 p.m.**

Motion by Member Nehrenheim, seconded by Member Horvath, to adjourn at 6:39 p.m. Motion carried unanimously, with the following roll call vote:

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

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, January 5, 2021, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

Respectfully submitted,

Eleanor Manzano, City Clerk



Administrative Report

Authority Action Date: January 5, 2021

To: CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY

From: MARNI RUHLAND, FINANCE DIRECTOR

Subject: CHECK APPROVAL

RECOMMENDATION

Approve check numbers 000466 through 000467 in the total amount of \$3,342.99.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check numbers 000466 through 000467 in the total amount of \$3,342.99. Check 000466 is a reimbursement to the City for expenses paid by the City on behalf of the Community Financing Authority. Check 000467 is a payment to the Redondo Pier Association for quarterly dues associated with the Kincaid's Restaurant building

BACKGROUND

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

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

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

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

The payment to the City of Redondo Beach on check number 000466 in the amount of \$1,258.57 is for the reimbursement of December 2020 expenditures made by the City on the Community Financing Authority's behalf.

The payment to the Redondo Pier Association on check number 000467 in the amount of \$2,084.42 is for the October through December 2020 dues in connection with the ownership of the Kincaid's Restaurant building.

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check numbers 000466 through 000467 in the total amount of \$3,342.99.

Submitted by:
Marni Ruhland, Finance Director

Approved for forwarding by:
Joe Hoefgen, City Manager

dkaku

Attachment:

- Summary Check Register

COMMUNITY FINANCING AUTHORITY
Summary Check Register

DATE	CHECK NO	AMOUNT	PAYEE	DESCRIPTION
01/05/21	000466	\$ 1,258.57	City of Redondo Beach	Reimbursement - December 2020
01/05/21	000467	\$ 2,084.42	Redondo Pier Association	Dues - October - December 2020
		<u>\$ 3,342.99</u>		



Administrative Report

F.2., File # 20-1872

Meeting Date: 1/5/2021

TITLE

SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

**AGENDA
SPECIAL MEETING
REDONDO BEACH HOUSING AUTHORITY
TUESDAY, JANUARY 05, 2021
REDONDO BEACH COUNCIL CHAMBERS
415 DIAMOND STREET**

CALL MEETING

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

C. CONSENT CALENDAR #C1 through #C3

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C1. APPROVAL OF AFFIDAVIT OF POSTING for the Special Housing Authority Meeting of January 5, 2021.

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

C3. AUTHORIZE THE CHAIRMAN TO SIGN THE AFFORDABLE HOUSING AGREEMENT TO PRESERVE THE EXISTING HOUSING COVENANTS AND RESTRICTIONS AND APPROVE ALL NECESSARY AND RELATED DOCUMENTS, FOR THE SALE OF THE RESIDENTIAL PROPERTY LOCATED AT 2750 ARTESIA BLVD., #244, REDONDO BEACH, CA 90278

Contact: ANGELICA ZAVALA, HOUSING SUPERVISOR

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDAITEMS

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F. EX PARTE COMMUNICATIONS

This section is intended to allow all officials the opportunity to reveal any disclosure or ex parte communication about the following public hearings.

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next scheduled meeting of the Redondo Beach Housing Authority is a Regular meeting on Tuesday, March 9, 2021 at 6:00 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

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Recreation, Transit and
Community Services Department
Housing Authority

1922 Artesia Boulevard
Redondo Beach, California 90278
www.redondo.org

tel: 310 318-0635

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	Housing Authority	
Posting Type	Special Meeting Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277	
	✓ City Hall Kiosk	
	✓ City Clerk’s Counter, Door “C”	
Meeting Date & Time	January 05, 2021	6:00 p.m. Open Session

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

Angelica Zavala, Housing Supervisor

Date: December 17, 2020

MOTION TO READ BY TITLE ONLY

and waive further reading of all
Ordinances and Resolutions listed on the Agenda.

Recommendation – Approve



Administrative Report

Council Action Date: January 05, 2021

To: MAYOR AND CITY COUNCIL

From: ANGELICA ZAVALA, HOUSING SUPERVISOR

Subject: AUTHORIZE THE MAYOR TO SIGN THE AFFORDABLE HOUSING AGREEMENT TO PRESERVE THE EXISTING HOUSING COVENANTS AND RESTRICTIONS AND APPROVE ALL NECESSARY AND RELATED DOCUMENTS, FOR THE SALE OF A RESIDENTIAL PROPERTY LOCATED AT 2750 ARTESIA BLVD., #244, REDONDO BEACH, CA 90278

RECOMMENDATION

Authorize the Mayor to sign the Affordable Housing Agreement to preserve the existing Housing Covenants and Restrictions and approve all necessary and related documents, for the sale of the residential property located at 2750 Artesia Blvd., #244, Redondo Beach, CA 90278.

EXECUTIVE SUMMARY

On February 17, 2004, the City Council adopted the Senior Housing Ordinance No. 2927-04, amending the zoning ordinance to establish standards for housing for senior citizens. On June 17, 2004, the Planning Commission subsequently approved a 192 unit senior citizen residential condominium project at 2750 Artesia Boulevard, Redondo Beach, CA, also known as "Breakwater". As required by Senior Housing Ordinance 2927-04, a condition of project approval requires that the developer enter into an Affordable Housing Agreement with the City to provide and restrict by deed twelve (12) units as affordable for moderate-income households and eight (8) units for low-income households for a period of not less than 55 years from the date of construction in accordance with all applicable state and local laws. In accordance with City regulations, this item must be presented for approval to the Housing Authority and then be approved by the City Council.

A Moderate-Income family is defined as a Household where the combined gross incomes of all persons residing in the unit exceeds the adjusted qualifying income limit for low-income but does not exceed a maximum of 120% of the area median income (AMI) adjusted for household size as published annually by the California Department of Housing and Community Development.

A Low-Income family is defined as a Household where the combined gross income of all persons residing in the unit does not exceed a maximum of 80% of the area median income (AMI) adjusted for household size as published annually by the California Department of Housing and Community Development.

This Affordable Housing agreement is necessary due to the current owner's request to sell the Moderate-income unit located at 2750 Artesia Blvd., #244, Redondo Beach, CA 90278. This agreement will preserve the City's rights in the addendum to the Grant Deed which includes the preservation of the applicable low/moderate income Housing Covenants and Restrictions. These Covenants and Restrictions also grant the City an option to purchase the unit in the case of an uncured default or upon the Owner's intent to transfer the residence. Execution documents from escrow will be provided by blue folder.

BACKGROUND

The City Council adopted Ordinance No. 2927-04 on February 17, 2004 amending the zoning ordinance to establish standards for housing for senior citizens. The Ordinance contains an inclusionary housing requirement for ten percent (10%) of the senior housing units to be affordable to low and moderate income households in proportion to the housing needs identified in the Housing Element of the General Plan. Such units must be maintained as affordable units for at least 55 years; the agreement was entered into on January 15, 2008.

Pursuant to State and local requirements, the income restricted unit at 2750 Artesia Blvd., #244 can be sold or rented only to qualified Moderate-income individuals. Moderate-income levels are based on a County-wide formula with income levels determined based on household size and in comparison to county wide median income.

The owner of this affordable housing unit made a request to sell their unit and has identified another qualified Moderate-income buyer. The Affordability Agreement is a recorded document to ensure maintenance of affordability levels. Provisions of the agreement will require housing staff to perform verification of buyer/tenant qualification and annual compliance reporting. The maximum sales price for this unit is \$241,372 and is calculated to be consistent with affordability criteria under State Law.

The Affordable Housing Agreement for the specific property being sold and the related documents include: 1) The covenants imposing restrictions on the property pursuant to the original agreement and providing notice of the restrictions to future purchasers and/or lenders, and 2) The Performance Deed of Trust for the developer and purchasers of this unit, securing the developer's and purchaser's obligations under the agreement to ensure the continued affordability of this unit throughout the term of this Agreement.

COORDINATION

The City Attorney's office has approved the Affordability Housing Agreement and all necessary and related documents as to form.

FISCAL IMPACT

The Affordable Housing Program activities are processed through the City's Housing Authority office. As part of the adopted FY 2020-21 Budget, the City Council approved a fee for service for the City's Inclusionary Housing Programs. The Housing Authority has received a \$75.00 fee for this transaction.

APPROVED BY:

Joe Hoefgen, City Manager

Attachments:

- Affordable housing transaction agreement
- Property transaction closing instructions

RECORDING REQUESTED BY:

City of Redondo Beach

WHEN RECORDED MAIL TO:

City of Redondo Beach
City Attorney's Office
415 Diamond Street
Redondo Beach, California 90277
Attn: Michael W. Webb, Esq.

(No Fee per Government Code § 27383)

**AGREEMENT CONTAINING
COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE
[MODERATE INCOME]**

Seller: Victor Ilinescu and Elizabeth Ilinescu
Owner: James Madrigal and Mary Anne Lucille Madrigal

Residence Address: 2750 Artesia Blvd., #244, Redondo Beach, CA 90278

This agreement, entitled Agreement Containing Covenants, Restrictions and Option to Purchase (the "Agreement") is entered into as of this 5th day of January, 2021 by and among the City of Redondo Beach, a chartered municipal corporation (the "City"), the Housing Authority of the City of Redondo Beach, a public body, corporate and politic (the "Authority"), Victor Ilinescu and Elizabeth Ilinescu (the "Seller") and James Madrigal and Mary Anne Lucille Madrigal (the "Owner").

RECITALS

- A. The City and Authority have determined that it is desirable to stimulate the purchase of homes by Moderate Income Senior Households, and that such households should not be forced to pay housing costs in excess of an amount that is affordable.
- B. Concurrently with the execution of this Agreement, Owner is purchasing the Residence for a purchase price that is affordable to Owner as the result of that certain Affordable Housing Agreement Imposing Restrictions on Real Property (the "Affordable Housing Agreement") by and between the City and Anastasi Development Company, LLC, dated January 15, 2008.
- C. In order to preserve the affordability of the Residence for Moderate Income Senior Households, and in return for and in consideration of the opportunity for the Seller to sell and the Owner to purchase the Residence under the above-referenced circumstances and for other good and valuable consideration, the receipt and legal sufficiency of which the undersigned hereby acknowledges, the Owner, on behalf of himself, herself, or themselves and with the express intent to bind all those defined as "Owner" in Section 1 below, has agreed to execute this Agreement.

- D. The purpose of this Agreement is to place certain use restrictions on the Residence, establish resale controls with respect to the Residence and reserve to the City and Authority an option to purchase or designate an Eligible Purchaser to purchase the Residence from Owner in order to provide for the continued availability of such Residence to Moderate Income Senior Households.

NOW, THEREFORE, in consideration of the benefits received by the Owner, the City and the Authority, the parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the corresponding meanings which follow, or are specifically defined in the sections indicated below.

- a. "Deficiencies" -- Section 5.
- b. "Designee" -- Section 6.
- c. "Eligible Purchaser" shall mean a prospective purchaser of the Residence who meets the then-current requirements established by the City or Authority.
- d. "Excess Proceeds" - Section 9.
- e. "Moderate Income Affordable Purchase Price" shall mean a purchase price resulting in a monthly housing cost to the buyer which does not exceed to one-twelfth (1/12) of the product of thirty-five percent (35%) of one hundred ten percent (110%) of the area median income for Los Angeles County, adjusted for household size appropriate to the unit, as published annually by the California Department of Housing and Community Development, determined in accordance with U.S. Department of Housing and Urban Development published criteria and measured at the time the Owner and buyer enter into a purchase and sale agreement for the Residence. For purposes of determining affordable sale price, the term "household size appropriate to the unit" shall mean the number of bedrooms in the unit plus one.
- f. "Moderate Income Senior Citizen Household" shall mean a Senior Citizen Household whose income level does not exceed a maximum of one hundred twenty percent (120%) of the area median income for Los Angeles County, as published annually by the California Department of Housing and Community Development, adjusted for household size and determined in accordance with California Health & Safety Code Section 50093 published criteria from time to time in effect.
- g. "Owner" - shall mean the person or persons listed in the first sentence of this Agreement, as well as any and all assignees, transferees or successors-in-interest to the Residence.
- h. "Residence" - Section 2.

- i. "Restricted Period" shall mean fifty-five (55) years commencing from the date the first Certificate of Occupancy for the Residence is issued.
- j. "Sales Price" shall mean the total compensation payable by a purchaser for the Residence.
- k. "Senior Citizen Household" shall mean a household where at least one person in residence is fifty-five (55) years of age older and such person intends to reside in the Unit as his or her primary residence on a permanent basis and any other person residing in the Unit is a "qualified permanent resident" or a "permitted health care resident" as provided in the Unruh Civil Rights Act, California Civil Code Section 51, et seq., or the Federal Fair Housing Act, 42 USC Section 3607, and all other applicable federal, state and local laws and regulations governing the use and occupancy of the Development.
- l. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers by gift, devise, or inheritance to an existing spouse, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, or by devise or inheritance to children, shall be a "Excluded Transfer" for purposes of this Agreement; provided, however, that transferees of any Excluded Transfer shall be bound by all covenants, conditions, restrictions, limitations and provisions contained in this Agreement, including, but not limited to, promptly providing the City and Authority with the "Notice of Excluded Transfer" upon any such Excluded Transfer.

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property commonly known as 2750 Artesia Blvd., #244, Redondo Beach, California, 90278, which is more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Residence"). The Residence shall also include any and all improvements constructed on the real property whether now or in the future.

3. OWNER CERTIFICATION

Owner certifies the following:

- a. The financial and other information provided in order to qualify to purchase the Residence is true and correct; and
- b. Owner shall occupy the Residence as Owner's principal place of residence.

4. OWNER-OCCUPANCY; LEASING OF RESIDENCE

- a. For the Term of this Agreement, Owner shall occupy the Residence as his or her or their primary residence, and the Residence shall be used as the primary residence of Owner and Owner's household and for no other purpose.
- b. Except as provided herein, for the Term of this Agreement, the Owner shall not lease the Residence. Notwithstanding the foregoing, the Owner may lease the Residence to Moderate Income Senior Citizen Households at a monthly rental rate not to exceed the amount needed to pay the monthly mortgage, taxes, insurance and other housing expenses to be paid by Owner for the Residence upon written consent by the City or designee. The Owner shall provide copies of all rental/lease agreements to the City and Authority. Any lease in violation of this restriction shall be void and shall constitute a default by the Owner under this Agreement.
- c. The Authority shall have the right to monitor compliance with this Section 4 by requesting that the Owner provide the Authority, not more frequently than annually, the following:
 - (1) A written certification under penalty of perjury that the Residence is owner-occupied, accompanied by supporting documentation reasonably satisfactory to the Authority; or
 - (2) If the Residence is not owner-occupied, documentation evidencing the requirements of Section 4.b., including, without limitation, all of the following: a copy of the lease then in effect and the written consent signed by the Authority Executive Director or designee; a written certification under penalty of perjury stating when the Residence was last owner-occupied, accompanied by supporting documentation reasonably satisfactory to the Authority, and stating the amount of monthly rent collected under the lease; and documentation reasonably satisfactory to the Authority that the Owner is making a reasonable effort to sell the Residence to an Eligible Purchaser.
- d. In the event of a breach or threatened breach of this Section 4, in addition to any other rights and remedies available to the City and Authority, whether at law or in equity, the City and Authority shall be entitled to institute legal action to enforce performance of this Section 4, to enjoin any actions which are in breach of this Section 4, and to seek to recover any excess rent that may have been paid to Owner.
- e. These owner-occupancy restrictions may be modified or terminated only upon the written approval of the City and Authority. Any modification or termination must be in writing and recorded in the Official Records of the Office of the County Recorder of Los Angeles County.

- f. Owner shall be considered as occupying the Residence if Owner is living in the Residence for at least ten (10) months out of each calendar year.

5. MAINTENANCE OF PROPERTY

Owner agrees it shall maintain the interior and exterior of the Residence and any landscaping on the Residence in good condition and repair and in a manner consistent with the community standards which will uphold the value of the Residence, and in accordance with all applicable City codes. Failure to maintain the Residence in accordance with this Section 5, including, but not limited to, any violations of applicable building, plumbing, electric, fire, housing or other applicable City of Redondo Beach Building Codes, shall be a default by the Owner under this Agreement. In the event the City or Authority, in its sole discretion, determines that the Owner has failed to maintain the Residence, the City or Authority shall notify Owner with regard to any noted code violations and maintenance deficiencies (collectively, the "Deficiencies"), and Owner shall cure the Deficiencies in a reasonable manner, acceptable to the City or Authority, within sixty (60) days following the date of such notice. Should Owner fail to cure all the Deficiencies prior to the time set forth herein, the City, Authority, or designee, shall have the right, but not the obligation, to enter the Residence, correct any Deficiency, and hold the Owner responsible for the cost thereof. Any cost incurred by the City or Authority to cure any such Deficiency, until paid, shall constitute a lien on the Residence pursuant to Civil Code Section 2881.

6. NOTICE OF INTENDED TRANSFER

In the event Owner intends to Transfer the Residence, Owner shall promptly notify the Authority and City in writing of such intent ("Owner's Notice"). The written notice shall be given in accordance with Section 21 of this Agreement at least sixty (60) days prior to the actual date of any Transfer; provided, however, that in the event of an Excluded Transfer, the written notice shall occur within ninety (90) days after the date of such Excluded Transfer ("Notice of Excluded Transfer").

Following receipt of the Owner's Notice, the City or Authority shall notify Owner of the Resale Price that may be paid for the Residence and may exercise its Option, as defined below, to purchase the Residence or designate an Eligible Purchaser ("Designee") to purchase the Residence, as provided in Section 8, below.

7. DETERMINATION OF RESALE PRICE

The maximum sales price that the Owner may receive for any type of Transfer of the Residence ("Resale Price") shall be the lowest of the following: (1) the Moderate Income Affordable Purchase Price at the time of resale; or (2) the Increased Base Price (defined below), as adjusted pursuant to Section 7.b., below.

- a. Increased Base Price. The "Increased Base Price" means the purchase price that Owner paid for the Residence, increased by the percentage change in the Area Median Income for Los Angeles County, as published annually by the California Department of Housing and Community Development, determined in accordance with California Department of Housing and Community Development published criteria, from the purchase date to the date of notification as indicated in Section 6, above. In the event that such income determination is no longer published, or has not been updated for a

period of at least eighteen (18) months, the City or Authority may use or develop such other reasonable method as it may choose to determine the area median income for Los Angeles County.

b. Adjusted Increased Base Price. The Increased Base Price shall also be adjusted for the "Value of Capital Improvements". The "Value of Capital Improvements" shall mean the value of substantial structural or permanent fixed improvements which cannot be removed without substantial damage to the Residence or substantial or total loss of value of said improvements. No such valuation shall be made except for improvements: (a) made or installed by or under the direction of the Owner; (b) with an initial cost of One Thousand Dollars (\$1,000) or more; and (c) which can be documented by the Owner to the reasonable satisfaction of the City or Authority. The value of such improvements to be taken into account in calculation of the Increased Base Price shall be the appraised market value of the improvements when considered as additions or fixtures to the Residence (i.e., the amount by which said improvements enhance the market value of the Residence at the time of sale or valuation). The adjustment to the Increased Base Price for such improvements shall be limited to the increase in value, and shall be determined by the City or Authority and the Owner, or in the event of a failure to agree, by an independent residential appraiser selected by the Owner from a list of appraisers established by the City or Authority. The cost of the appraisal shall be borne by the Owner.

8. OPTION

As a material part of the consideration for this Agreement, Owner covenants and agrees for itself, its successors and its assigns and every successor in interest to the Residence, that for the Restricted Period, Owner hereby grants the City an option to purchase the Residence or designate an Eligible Purchaser to purchase the Residence from Owner (the "Option") on the terms and conditions set forth in this Section 8 and in the manner set forth herein.

a. Events Precipitating City's Option to Purchase. The Owner agrees the City's Option may be exercised upon the occurrence of any the following:

1. An uncured default by Owner under this Agreement, subject to the notice and cure provisions of Section 10;
2. An uncured default under any promissory note, deed of trust or any other lien, including, without limitation, a judgment lien, recorded against, secured by, or encumbering the Residence; or
3. Owner's Notice of Intent to Transfer the Residence.

b. Time and Manner of Exercising Option. The Option may be exercised by the City delivering to Owner written notice of such exercise. Upon the City's knowledge of the occurrence of any event listed in subsection a. above, the City shall have sixty (60) days to notify Owner of its decision to exercise its Option. The notification to Owner regarding the Option exercise shall be pursuant to Section 21 of this Agreement. The City shall have the right, in its sole discretion, to assign the Option to the Authority upon written notice to the Owner that the Option has been assigned to the Authority. In the event the Option is assigned to the Authority, the Authority shall be entitled to the rights of the City

in relation to the Option as set forth herein and shall be obligated under the terms and the covenants of this Section 8.

c. Payment for Option. Upon the occurrence of an event listed in subsection a. above, and the exercise by the City of its Option, the City shall pay (or in the event City designates an Eligible Purchaser, cause to be paid by such Designee), the Resale Price to Owner at the close of escrow, pursuant to subsection d, below.

d. Escrow. Within thirty (30) days following the exercise of the Option, the parties agree that the City shall open, or cause to be opened, an escrow with a title insurance company or such other escrow agent reasonably acceptable to the City (the "Escrow Agent") and the parties agree to execute escrow instructions with Escrow Agent as may be required by Escrow Agent, or to implement or give effect to the terms and conditions of this Agreement. The parties agree to the following escrow terms and conditions:

1. The escrow shall be for a period of ninety (90) days or sooner if mutually agreed by the parties;

2. The City agrees that it will pay, or cause to be paid by the Designee, the Resale Price upon the close of escrow or as otherwise mutually agreed to by the parties. Notwithstanding the foregoing, should Owner fail to cure all Deficiencies, if any, in accordance with Section 5 prior to the close of escrow, the Owner hereby agrees that the Escrow Agent shall withhold that portion of the Resale Price necessary to pay for curing the Deficiencies, based upon written estimates obtained and submitted to the Escrow Agent by the City. The City and/or Designee shall cause the Deficiencies to be cured and, upon certification of completion of work by the City and/or Designee, the Escrow Agent shall disburse such funds to the City and/or Designee to pay for said work. Any remaining funds shall be disbursed by the Escrow Agent to Owner;

3. The Owner agrees that it shall pay the premium for a standard C.L.T.A. policy of owner's title insurance issued by the Escrow Agent or title insurance company reasonably acceptable to the City in the amount of the Resale Price, insuring title to the Residence in the City's (or Designee's, as the case may be) name, subject only to those matters approved by the City or Designee in writing. In the event the City (or Designee, as the case may be) requests an A.L.T.A. policy of owner's insurance and/or any title endorsements, the additional costs associated with the issuance of an A.L.T.A. policy or the endorsements shall be paid by the City (or Designee, as the case may be);

4. In the event the City exercises its Option pursuant to Section 8.a.3, the Owner and City agree that all costs and fees charged in connection with the closing and escrow shall be borne one-half (1/2) by the City (or Designee, as the case may be) and one-half (1/2) by the Owner. In the event the City exercises its Option pursuant to Section 8.a.1 or Section 8.a.2, the Owner agrees to pay all costs and fees charged in connection with the closing and escrow;

5. The Owner agrees that it shall deposit in escrow for delivery to the City (or Designee, as the case may be) a grant deed to the City or Designee (in such form as may be reasonably acceptable to the City or Designee in his or her sole discretion);

6. Taxes and assessments shall be prorated at the close of escrow with Owner paying all such taxes and assessments due and payable prior to the close of escrow and City (or Designee, as the case may be) paying all such taxes and assessments due and payable following the close of escrow;

7. Owner agrees that title shall be conveyed by Owner at the close of escrow to the City (or Designee, as the case may be) free and clear of all mortgages, deeds of trust, liens and encumbrances. Owner agrees that any costs to remove or satisfy any mortgages, deeds of trusts, liens or encumbrances shall be the responsibility of Owner, at Owner's sole cost and expense; and

8. Any other terms or conditions mutually agreed to by the parties.

f. Priority of Option. The Option granted pursuant to this Agreement shall be senior in priority to any lien or encumbrance.

9. RESTRICTED TRANSFER BY OWNER

a. In the event the City does not exercise its Option pursuant to Section 8, above, Owner may Transfer the Residence to an Eligible Purchaser for not more than the Resale Price.

b. In the event the City does not exercise its Option pursuant to Section 8, above, and Owner experiences an extreme hardship, Owner may submit written request to the City or Authority to waive the requirement that the purchaser of the Residence be an Eligible Purchaser and/or the requirement that the Sales Price not exceed the Resale Price. Within one hundred and twenty (120) days of such written request, the City may, in its sole discretion, approve the Transfer of the Residence to a non-Eligible Purchaser and/or the Transfer of the Residence in excess of the Resale Price. Upon the issuance by the City or Authority of a written waiver of the requirement that the purchaser be an Eligible Purchaser and/or the requirement that the Sales Price not exceed the Resale Price, subject to the provisions of this Section 9.b. and 9.c., Owner may Transfer the Residence to the non-Eligible Purchaser and/or may Transfer the Residence for an amount in excess of the Resale Price, as applicable. Any such transferee shall execute and record a covenant against the Residence, running to the benefit of the City and Authority, requiring that the transferee will occupy the Residence, subject to limited leasing rights, as provided in Section 4, of this Agreement.

c. In the event the Owner Transfers the Residence for an amount in excess of the Resale Price, and such Transfer occurs prior to the expiration of the Restricted Period, the City shall be entitled to receive, and Owner shall pay to the City, an amount equal to 50% of the "Excess Proceeds". "Excess Proceeds" shall mean the Sales Price minus the sum of the following: repayment in full of any mortgage encumbering the Residence, and reimbursement to the Owner in the amount of the sum of the Owner's original down payment, the cost of any Capital Improvements made by the Owner and any payments made by the Owner to reduce to the principal balance of the mortgage prior to the sale.

10. DEFAULTS AND REMEDIES

Upon a violation of any of the provisions of this Agreement by Owner, the City or Authority shall give written notice to Owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of City or Authority within thirty (30) days after the date the notice is mailed, or within such further time as City or Authority determines is necessary to correct the violation, City or Authority may declare a default under this Agreement. Upon the declaration of a default or if Owner makes any misrepresentation in connection with receiving any benefits under this Agreement, City or Authority may apply to a court of competent jurisdiction for specific performance of the obligations of this Agreement, for an injunction prohibiting a proposed Transfer in violation of this Agreement, for a declaration that a Transfer in violation of the provisions of this Agreement is void or any such relief at law or in equity as may be appropriate. Owner, and/or Owner's purchaser or transferee in those circumstances where a Transfer has occurred in violation of this Agreement, shall hold the City, Authority and their employees or other agents harmless and reimburse the expenses, legal fees and costs for any action the City, the Authority or their employees or other agents take in enforcing the provisions of this Agreement.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default by the other party. Rights and remedies hereunder shall be in addition to and shall in no way limit any other rights and remedies provided by law or in equity. No waiver by the City or Authority of any default or breach by the Owner hereunder shall be implied from any omission by the City or Authority to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the City or Authority to or of any act by the Owner requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act. The exercise of any right, power, or remedy shall in no event constitute a cure or a waiver of any default under this Agreement, nor shall it invalidate any act done pursuant to notice of default, or prejudice the City or Authority in the exercise of any right, power, or remedy hereunder.

11. NOTICE OF DEFAULT AND FORECLOSURE

Owner agrees the City and Authority shall have the right to record against title to the Residence a request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence in the Office of the Recorder of Los Angeles County in substantially the form attached hereto as Exhibit B ("Notice of Sale"). The Owner shall provide to the City and Authority a written copy of any notice of default or notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence immediately upon receipt by the Owner. The City or Authority may declare a default under this Agreement upon receipt of any notice given to the City and Authority pursuant to Civil Code Section 2924b or pursuant to this Section, and may exercise its remedies as provided in Section 8 and Section 10. In the event of default or foreclosure of such deed of trust or mortgage, the City or Authority shall have the same

right as the Owner to cure defaults and redeem the Residence prior to foreclosure sale. Nothing contained herein shall be construed as creating any obligation of the City or Authority to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

12. NON-LIABILITY OF THE CITY AND AUTHORITY

In no event shall the City or Authority become in any way liable or obligated to Owner or to any successor-in-interest of Owner by reason of the Option, nor shall the City or Authority be in any way obligated or liable to Owner or any successor- in-interest of Owner for any failure to exercise such Option.

13. BINDING ON SUCCESSOR AND ASSIGNS

Notwithstanding any other provision of law, this Agreement shall run with the land and shall be enforceable against the Owner, his, her or their heirs, legal representatives, executors, successors-in-interest, assigns and transferees by the City, the Authority and their successors. Without limiting the generality of the foregoing, any party, and its successors and assigns, receiving title to the Residence through a trustee's sale, a judicial foreclosure sale, or deed in lieu of foreclosure of such deed of trust or mortgage, and any conveyance or transfer thereafter, shall be bound by all covenants, conditions, restrictions, limitations and provisions contained in this Agreement.

14. SUPERIORITY OF AGREEMENT

Owner covenants that the Owner has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the Owner understands and agrees that this Agreement shall control the rights and obligations between the parties.

15. OBLIGATION TO REFRAIN FROM DISCRIMINATION

Owner covenants and agrees for itself, its successors, its assigns and every successor in interest to the Residence or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Residence nor shall Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Residence. This covenant shall run in perpetuity.

16. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES

All deeds, leases or contracts relating or pertaining to the Residence shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual

orientation, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.”

- b. In leases: “The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased.”

- c. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.”

17. TERMINATION OF COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE

The covenants, conditions, restrictions, limitations and provisions of this Agreement shall remain in effect with respect to the Residence for the longest feasible time, as determined by the City or Authority, but not less than the Restricted Period, except for the covenants, conditions, restrictions, limitations and provisions contained in Section 15 and 16 which shall run in perpetuity.

18. DEED OF TRUST

Each and every condition, obligation, covenant and agreement contained in this Agreement shall at all times throughout the Term be secured by a deed of trust in favor of the City and the Authority (“Deed of Trust”), substantially in the form attached hereto as Exhibit C. Owner agrees to execute and deliver the Deed of Trust (in recordable form) and it shall be recorded against the Residence. The Deed of Trust will be subordinate to any liens securing financing for Owner’s purchase of the Residence, but this Agreement shall be senior to any such liens and shall not be extinguished by foreclosure, a deed in lieu of foreclosure or power of sale, or sale.

19. ENFORCEMENT

The City, the Authority, and their successors and assigns are deemed to be the beneficiaries of the terms and provisions of this Agreement and the covenants herein, both for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this Agreement and the covenants running with the land have been provided. The City and the Authority shall have the right if any covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it is entitled. No remedy herein conferred upon or reserved by the City and Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of such right or power, but any such right or power may be exercised from time to time and as often as City or Authority may deem expedient. In order to entitle the City and Authority to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or required by law to be given. The City and Authority may, in their sole discretion, designate, appoint or contract with any other public agency, for-profit or non-profit organization as a beneficiary of this Agreement.

19. INVALID PROVISIONS

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of California.

21. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested, as follows:

To the Owner:

James Madrigal and Mary Anne Lucille Madrigal
2750 Artesia Blvd., #244
Redondo Beach, California 90278

To the City:

City of Redondo Beach
City Attorney's Office
415 Diamond St
Redondo Beach, CA 90277
Attn: Michael W. Webb

To the Authority:

The Housing Authority of the City of Redondo Beach
415 Diamond St
Redondo Beach, CA 90277
Attn: Housing Supervisor

or such other address that the City, the Authority or Owner may subsequently request in writing.

22. INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be interpreted to encourage to the extent possible that the Sales Price and any mortgage payments of the Residence remain affordable to Moderate Income Senior Citizen Households.

By signature herein below the Owner hereby accepts and approves the foregoing, agrees to be bound by the provisions of this deed, and grants to the City and Authority such powers and rights that are set forth in this Agreement.

“SELLER”

Victor Ilinescu and Elizabeth Ilinescu

Date: _____

By: _____
Victor Ilinescu

Date: _____

By: _____
Elizabeth Ilinescu

[Signatures Continue on Following Pages]

“OWNER”

Joseph Madrigal, a single man and Mary Anne Lucille Madrigal, an unmarried woman,
as joint tenants

Date: _____

By: _____
Joseph Madrigal

Date: _____

By: _____
Mary Anne Lucille Madrigal

[remainder of page left intentionally blank]

[signatures continue on following pages]

Accepted and agreed to by the City this 5th day of January, 2021.

“CITY”

CITY OF REDONDO BEACH, a Chartered
Municipal Corporation

Date: _____

By: _____
William C. Brand
Mayor

APPROVED AS TO FORM:

By: _____
Michael W. Webb
City Attorney

ATTEST:

By: _____
Eleanor Manzano
City Clerk

[Signatures continue on following page]

Accepted and agreed to by the Authority this 5th day of January, 2021.

“AUTHORITY”

HOUSING AUTHORITY OF THE CITY OF
REDONDO BEACH, a Public Body,
Corporate and Politic

Date: _____

By: _____
William C. Brand
Chairman

APPROVED AS TO FORM:

By: _____
Michael W. Webb
Authority General Counsel

ATTEST:

By: _____
Eleanor Manzano
Authority Secretary

A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this ____ day of _____, 20__, before me, _____, 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 only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this ____ day of _____, 20__, before me, _____, 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)

Exhibit A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 60638, IN THE CITY OF REDONDO BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1328, PAGE(S) 44 AND 45 OF MAPS, DEFINED AS UNIT 244, OF MODULE 3 ON THAT CERTAIN CONDOMINIUM PLAN ("PLAN") RECORDED ON JANUARY-24, 2008, AS INSTRUMENT NO. 2008-149824, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/481H FEE SIMPLE INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE 3 ON LOT 1 OF TRACT NO. 60638, AS MORE PARTICULARLY DESCRIBED AND DELINEATED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

EXCEPT THEREFROM UNITS 234 THROUGH 249, INCLUSIVE, 334 THROUGH 349, AND 434 THROUGH 449, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 2008-149824, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID PORTION OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA, RECORDED ON FEBRUARY 28, 1968, AS DOCUMENT NO. 2480 IN BOOK D-3925, PAGE 100, OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 3:

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 3 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

Assessor's Parcel Number: 4082-012-168

Exhibit B

Notice of Sale

[Behind this page]

RECORDING REQUESTED BY:

City of Redondo Beach

WHEN RECORDED MAIL TO:

City of Redondo Beach
City Attorney's Office
415 Diamond Street
Redondo Beach, California 90277
Attn: Michael W. Webb, Esq.

(No Fee per Government Code § 27383)

**REQUEST FOR NOTICE
Under Section 2924b Civil Code**

In accordance with Section 2924b, Civil Code, request is hereby made that copies of any NOTICE OF DEFAULT and copies of any NOTICE OF SALE under the DEED OF TRUST dated as of January 5, 2021 and recorded as Instrument No. _____, in the Official Records of Los Angeles County on January 5, 2021 and describing the following real property, located in Los Angeles County, California as

[See Exhibit "A" attached hereto and incorporated herein.]

executed by Joseph Madrigal, a single man and Mary Ann Louise Madrigal, an unmarried woman, as joint tenants and Trustor, in which the City of Redondo Beach, California and the Housing Authority of the City of Redondo Beach, California are collectively named as Beneficiary and Chicago Title Insurance Company, as Trustee, be mailed to:

be mailed to the THE CITY OF REDONDO BEACH at the following address:

The Office of City Attorney
415 Diamond Street
Redondo Beach, California 90277
Attn: City Attorney

NOTICE: A copy of any notice of default and if any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

CITY OF REDONDO BEACH, a chartered
municipal corporation

HOUSING AUTHORITY OF THE CITY OF
REDONDO BEACH, a public body, corporate
and politic

Date: _____

By: _____
William C. Brand
Mayor and Chairman

APPROVED AS TO FORM:

By: _____
Michael W. Webb
City Attorney and General Counsel for Authority

ATTEST:

By: _____
Eleanor Manzano
City Clerk

A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this ____ day of _____, 20__, before me, _____,
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)

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPOSED OF:

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PARCEL 2:

AN UNDIVIDED 1/481H FEE SIMPLE INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE 3 ON LOT 1 OF TRACT NO. 60638, AS MORE PARTICULARLY DESCRIBED AND DELINEATED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

EXCEPT THEREFROM UNITS 234 THROUGH 249, INCLUSIVE, 334 THROUGH 349, AND 434 THROUGH 449, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 2008-149824, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID PORTION OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA, RECORDED ON FEBRUARY 28, 1968, AS DOCUMENT NO. 2480 IN BOOK D-3925, PAGE 100, OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 3:

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 3 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

Assessor's Parcel Number: 4082-012-168

RECORDING REQUESTED BY:

Housing Authority of the
City of Redondo Beach

WHEN RECORDED MAIL TO:

Housing Authority of the
City of Redondo Beach
415 Diamond Street
Redondo Beach, California 90277
Attn: Angelica Zavala, Housing Supervisor

(No Fee per Government Code § 27383)

**REQUEST FOR NOTICE
Under Section 2924b Civil Code**

In accordance with Section 2924b, Civil Code, request is hereby made that copies of any NOTICE OF DEFAULT and copies of any NOTICE OF SALE under the DEED OF TRUST dated as of January 5, 2021 and recorded as Instrument No. _____, in the Official Records of Los Angeles County on _____, 2021, and describing the following real property, located in Los Angeles County, California as

[See Exhibit "A" attached hereto and incorporated herein.]

executed by Joseph Madrigal, a single man and Mary Ann Louise Madrigal, an unmarried woman, as joint tenants and Trustor, in which the City of Redondo Beach, California and the Housing Authority of the City of Redondo Beach, California are collectively named as Beneficiary and Chicago Title Insurance Company, as Trustee, be mailed to:

City of Redondo Beach
The Housing Authority of the City of Redondo Beach
415 Diamond Street
Redondo Beach, California 90277
Attn: Angelica Zavala, Housing Supervisor

NOTICE: A copy of any notice of default and if any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

CITY OF REDONDO BEACH, a chartered
municipal corporation

HOUSING AUTHORITY OF THE CITY OF
REDONDO BEACH, a public body, corporate
and politic

Date: _____

By: _____
William C. Brand
Mayor and Chairman

APPROVED AS TO FORM:

By: _____
Michael W. Webb
City Attorney and General Counsel for Authority

ATTEST:

By: _____
Eleanor Manzano
City Clerk

A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this ____ day of _____, 20__, before me, _____,
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)

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

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PARCEL 2:

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EXCEPT THEREFROM UNITS 234 THROUGH 249, INCLUSIVE, 334 THROUGH 349, AND 434 THROUGH 449, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 2008-149824, OF OFFICIAL RECORDS.

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PARCEL 3:

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 3 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

Assessor's Parcel Number: 4082-012-168

Exhibit C

Performance Deed of Trust

[Behind this page]

RECORDING REQUESTED BY:

Housing Authority of the
City of Redondo Beach

WHEN RECORDED MAIL TO:

Housing Authority of the City of Redondo Beach
415 Diamond Street
Redondo Beach, California 90277
Attn: Angelica Zavala, Housing Supervisor

(No Fee per Government Code § 27383)

**PERFORMANCE DEED OF TRUST
(Option to Cure and Purchase Agreement)**

THIS PERFORMANCE DEED OF TRUST (this "Deed of Trust") dated as of January 5, 2021, is entered into by and among Joseph Madrigal, a single man and Mary Anne Lucille Madrigal, an unmarried woman, as joint tenants (herein together called the "Trustor") whose address is 2750 Artesia Blvd., #244, Redondo Beach, CA 90278, in favor of Chicago Title Insurance Company ("Trustee"), for the benefit of the City of Redondo Beach, California, a chartered municipal corporation (the "City") whose address is 415 Diamond St., Redondo Beach, California 90277 and the Housing Authority of the City of Redondo Beach, a public body, corporate (the "Authority") whose address is also 415 Diamond St., Redondo Beach, CA 90277 (the City and Authority are referred to hereinafter collectively and individually as the "Beneficiary").

Trustor, in consideration of the obligations referred to below and the trust hereby created, irrevocably grants, transfers, conveys, and assigns to Trustee, in trust, with power of sale, Trustor's fee interest in and to that real property located in the City of Redondo Beach, County of Los Angeles, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference.

FOR THE PURPOSE OF SECURING: performance of Trustor's obligation to allow the Beneficiary to cure any default or otherwise purchase the Property in accordance with, and subject to, the terms and conditions of the **January 5, 2021** Agreement Containing Covenants, Restrictions and Option to Purchase ("Covenant Agreement") executed by Trustor and Beneficiary, recorded concurrently herewith and incorporated herein by reference.

TO MAINTAIN AND PROTECT THE SECURITY OF THIS DEED OF TRUST, TO SECURE THE FULL AND TIMELY PERFORMANCE BY TRUSTOR OF THE SECURED OBLIGATION, TRUSTOR HEREBY COVENANTS AND AGREE AS FOLLOWS:

1. Maintenance of the Property. Trustor will: (a) keep the Property in good condition; (b) not permit any mechanic's or materialman's lien to arise against the Property; (c)

comply with all laws having a material effect on the Property; and (d) not commit or permit waste on or to the Property.

2. Taxes and Other Sums Due. Trustor will promptly pay, satisfy and discharge when due:

- (a) prior to delinquency, all general and special taxes, and assessments, water and sewer district charges, rents and premiums affecting the Property; and
- (b) all encumbrances, charges and liens on the Property, with interest thereon, which are prior or superior to the lien of this Deed of Trust. Upon request by Beneficiary, Trustor will promptly furnish Beneficiary with all notices of sums due for any amounts specified in subparagraph (a) hereof, and upon payment of any such sum by Trustor, Trustor will promptly furnish Beneficiary with written evidence of such payment. Should Trustor fail promptly to make any payment required hereunder, Beneficiary may (but is not obligated to), at Beneficiary's sole expense, make such payment. Trustor will notify Beneficiary immediately upon receipt by Trustor of notice of any increase in the assessed value of the Property and agrees that Beneficiary, in the name of Trustor, may (but is not obligated to), at Beneficiary's expense, contest by appropriate proceedings such increase in assessment.

3. Leases of the Property by Trustor. Except as permitted under the Covenant Agreement, Trustor shall not enter into a lease for all or any portion of the Property.

4. Defense of Deed of Trust; Litigation. Trustor will give Beneficiary immediate written notice of any action or proceeding (including, without limitation, any judicial or non-judicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Property or this Deed of Trust. Trustor shall commence, appear in, prosecute, defend, compromise and settle, and incur necessary costs and expenses, including reasonable attorneys' fees, in so doing, any action or proceeding, whether judicial or non-judicial, deemed necessary in Beneficiary's reasonable judgment to preserve or protect the Property or this Deed of Trust. Trustor shall utilize counsel reasonably satisfactory to Beneficiary in connection with any such action or proceeding. Trustor will pay all costs and expenses of Beneficiary and Trustee, including costs of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear or for which legal counsel is sought, whether by virtue of being made a party defendant or otherwise, and whether or not the interest of Beneficiary or Trustee in the Property is directly questioned in such action or proceeding, including, without limitation, any action for the condemnation or partition of all or any portion of the Property and any action brought by Beneficiary to foreclose this Deed of Trust or to enforce any of its terms or provisions.

5. Failure of Trustor to Comply with Deed of Trust. Should Trustor fail to do any act required by this Deed of Trust, or should there be any action or proceeding (including, without limitation, any judicial or non-judicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Property or this Deed of Trust, Beneficiary or Trustee may (but is not obligated to):

- (a) Make any such payment or do any such act in such manner and to such extent as either deems necessary to preserve or protect the Property or this Deed of Trust, Beneficiary and Trustee being authorized to enter upon the Property for any such purpose; and
 - (b) In exercising any such power, pay necessary expenses, employ attorneys and pay reasonable attorneys' fees incurred in connection therewith, without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder.
6. Amounts Advanced to Bear Interest. At Beneficiary's request, Trustor will immediately pay any expenses or other amounts advanced or paid by Beneficiary or Trustee under any provision of this Deed of Trust. Until so repaid, all such amounts shall be added to, and become a part of, the indebtedness secured hereby and bear interest from the date of advancement or payment by Beneficiary or Trustee at the highest rate then allowed by applicable law.
7. Default. Each of the following shall constitute a "**Default**" under this Deed of Trust:
- (a) The filing by Trustor of any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or
 - (b) In the event that after the date hereof, except as provided in the Covenant Agreement Trustor sells, contracts to sell, gives an option to purchase, conveys, transfers or alienates the Property, or suffers its title to, or any interest in the Property to be divested, whether voluntarily or involuntarily; or
 - (c) Trustor defaults under the terms and conditions of the Covenant Agreement.
8. Remedies on Default. In the event of any Default hereunder which remains uncured following notice from Beneficiary and any cure period for such Default set forth herein, Beneficiary, at Beneficiary's option, and to the extent permitted by applicable law, may, by delivering to Trustee a written declaration of default and demand for sale, executed by Beneficiary and reciting facts demonstrating such default by Trustor, together with a written notice of default, cure any defaults or purchase the Property pursuant to the terms of the Covenant Agreement. Beneficiary shall also deposit with Trustee the Covenant Agreement (including any amendments thereto), this Deed of Trust and such other documents necessary or appropriate. Upon receipt by Trustee of such affidavit or declaration of default and such notice of default and election to sell, Trustee shall accept as true and conclusive all facts and statements contained in such affidavit or declaration of default and shall cause such notice of default and election to sell to be recorded as required by applicable law. Upon the expiration of such period as may then be required by applicable law following recordation of such notice of default, and after notice of sale has been given in the manner and for the period required by applicable law, Trustee, without demand on Trustor, shall sell the entire Property at the time and place fixed in such notice of sale, to Beneficiary, subject to the minimum bid requirement, for cash in lawful money of the United States, payable at the time of sale. Such sale shall be subject

to all of the terms and conditions of the Declaration of Restrictions. Trustee may postpone the sale of all or any portion of the Property by public announcement made at the initial time and place of sale, and from time to time thereafter by public announcement made at the time and place of sale fixed by the preceding postponement. Trustee shall deliver to Beneficiary at such sale its deed conveying the Property, but without any covenant or warranty, express or implied. The recital in such deed of any matter of fact shall be conclusive proof of the truthfulness thereof. After deducting all costs, fees, and expenses of Trustee under this Section, including costs of procuring evidence of title and Trustee's and Trustee's attorneys' fees incurred in connection with such sale. Trustee shall deliver all proceeds up to the purchase price to Trustor and any excess to Beneficiary.

9. **Obligation to Inform Beneficiary of Default.** Trustor will notify Beneficiary in writing, at or prior to the time of the occurrence of any Default event described in Section 7 hereof, of such event and will promptly furnish Beneficiary with any and all information concerning such event which Beneficiary may request.

10. **Remedies Cumulative.** Each remedy provided by this Deed of Trust is separate and distinct and is cumulative to all other rights and remedies provided hereby or by applicable law, and each may be exercised concurrently, independently or successively, in any order whatsoever.

11. **Trustee.** The Trustee shall be deemed to have accepted the terms of this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee shall not be obligated to notify any party hereto of any pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee is a party, unless such sale relates to or reasonably might affect the Property or this Deed of Trust, or unless such action or proceeding has been instituted by Trustee against the Property, Trustor or Beneficiary.

12. **Reconveyance.** Upon written request of Beneficiary reciting that the right to cure or purchase will not be exercised by Beneficiary, surrender of this Deed of Trust to Trustee for cancellation, and payment by Beneficiary of any reconveyance fees customarily charged by Trustee, Trustee shall reconvey, without warranty, the Property as directed by Beneficiary and Trustor in a joint writing. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof.

13. **Substitution of Trustee.** Beneficiary, at Beneficiary's option, may from time to time, by written instrument approved in writing by Trustor, substitute a successor to Trustee named herein or acting hereunder, which instrument, when executed and acknowledged by Beneficiary and Trustor and recorded in the office of the Recorder of the county in which the Property is located, shall constitute conclusive proof of the proper substitution of such successor Trustee, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers and duties of such predecessor Trustee, including without limitation, the power to reconvey the Property. To be effective, such instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page at which, and the county in which, this Deed of Trust is recorded and the name and address of the substitute Trustee and be signed by Trustor. If any notice of default has been recorded hereunder, this power of substitution cannot be exercised until all costs, fees and expenses of the then acting Trustee have been paid. Upon such payment, the then acting Trustee shall endorse receipt thereof upon the instrument of

substitution. The procedure herein provided for substitution of Trustees shall be exclusive of other provisions for substitution provided by applicable law.

14. No Waiver by Beneficiary. No waiver by Beneficiary of any right or remedy provided by the Declaration of Restrictions, this Deed of Trust or applicable law shall be effective unless such waiver is in writing and subscribed by Beneficiary. Waiver by Beneficiary of any right or remedy granted to Beneficiary under the Declaration of Restrictions or any provision thereof, this Deed of Trust or applicable law as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. The assertion by Beneficiary of any right or remedy provided by this Deed of Trust shall not constitute a waiver of Beneficiary's right to require prompt performance of the Secured Obligation and Trustor's obligations under this Deed of Trust.

15. Consents and Approvals to be in Writing. Whenever the consent or approval of Beneficiary or Trustor is specified as a condition of any provision of this Deed of Trust, such consent or approval by Beneficiary or Trustor, as applicable, shall not be effective unless such consent or approval is in writing, subscribed by Beneficiary or Trustor, as applicable. Such consent shall not be unreasonably withheld, delayed or conditioned.

16. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile to the number set forth below (provided, however, that notices given by facsimile shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

TO BENEFICIARY:

City of Redondo Beach
415 Diamond St
Redondo Beach, California 90277
Attn: City Manager, Joe Hoefgen
Attn: Community Services Director
Facsimile: (310) 543-1730

Housing Authority of the City of Redondo Beach
415 Diamond St
Redondo Beach, California 90277
Attn: Angelica Zavala, Housing Supervisor

TO TRUSTOR:
James Madrigal and Mary Anne Lucille Madrigal
2750 Artesia Blvd., #244
Redondo Beach, California 90278

TO TRUSTEE:
Chicago Title Insurance Company
500 North Brand Avenue, Suite 200
Glendale, California 92103
Email: teamdistin@ctt.com

17. Request for Notice of Default. The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to it at the address specified herein.

18. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of California.

19. Severability. If any paragraph, clause or provision of the Declaration of Restrictions or this Deed of Trust is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses and provisions of the Declaration of Restrictions or this Deed of Trust.

20. Relationship. Nothing contained herein or in the Declaration of Restrictions shall be deemed to create or construed to create a partnership, joint venture or any relationship other than that of Trustor and Beneficiary. Trustor and Beneficiary expressly disclaim any intent to create a partnership or joint venture pursuant to this Deed of Trust or the Declaration of Restrictions.

21. Attorney Fees. If any party to this Deed of Trust shall bring any action for any relief against any other party, declaratory or otherwise, arising out of this Deed of Trust, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For the purpose of this Section, attorney fees shall include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

22. General Provisions.

- (a) This Deed of Trust applies to, inures to the benefit of, and binds the respective heirs, legatees, devisees, administrators, executors, successors and assigns of each of the parties hereto.
- (b) As used herein, the word "person" shall mean and include natural persons,

corporations, partnerships, unincorporated associations, joint ventures and any other form of legal entity.

- (c) As used herein, the word "Property" shall mean and include the Property and any part thereof.
- (d) As used herein and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" shall mean and include this Deed of Trust as a whole, rather than any particular provision hereof.
- (e) In exercising any right or remedy, or taking any action provided herein, Beneficiary may act through its employees, agents or independent contractors, as authorized by Beneficiary.
- (f) Wherever the context so requires herein, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.
- (g) Captions and paragraph headings used herein are for convenience only, are not a part of this Deed of Trust and shall not be used in construing it.

IN WITNESS WHEREOF, the parties hereto have entered into this Deed of Trust as of the date first written above.

TRUSTORS:

Joseph Madrigal, a single man and Mary Anne Lucille Madrigal, an unmarried woman, as joint tenants

Joseph Madrigal

Mary Anne Lucille Madrigal

A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this ____ day of _____, 20__, before me,
_____, 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 only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this ____ day of _____, 20__, before me,
_____, 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)

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 60638, IN THE CITY OF REDONDO BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1328, PAGE(S) 44 AND 45 OF MAPS, DEFINED AS UNIT 244, OF MODULE 3 ON THAT CERTAIN CONDOMINIUM PLAN ("PLAN") RECORDED ON JANUARY-24, 2008, AS INSTRUMENT NO. 2008-149824, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/481H FEE SIMPLE INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE 3 ON LOT 1 OF TRACT NO. 60638, AS MORE PARTICULARLY DESCRIBED AND DELINEATED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

EXCEPT THEREFROM UNITS 234 THROUGH 249, INCLUSIVE, 334 THROUGH 349, AND 434 THROUGH 449, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 2008-149824, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID PORTION OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA, RECORDED ON FEBRUARY 28, 1968, AS DOCUMENT NO. 2480 IN BOOK D-3925, PAGE 100, OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 3:

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 3 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON

AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

Assessor's Parcel Number: 4082-012-168

Recreation, Transit and
Community Services Department
Housing Authority

1922 Artesia Boulevard
Redondo Beach, California 90278
www.redondo.org/housing

tel: 310 318-0635

January 5, 2021

Lorena Christie
Escrow Officer
Metropolitan Escrow
1411 West 190th Street, Suite 125
Gardena, California 90248

Re: Escrow No. 23164

Dear Ms. Christie:

These instructions are submitted by the City of Redondo Beach (the “**City**”) and the Housing Authority of the City of Redondo Beach (the “**Authority**”) in connection with the following transaction.

Victor Ilinescu and Elizabeth Ilinescu (collectively the “**Seller**”) and Joseph Madrigal and Mary Anne Lucille Madrigal (collectively the “**Buyer**”) have entered into the following agreements relating to the sale of the residential unit located at 2750 Artesia Blvd., #244, Redondo Beach, California 90278, more particularly described in the legal description attached to this letter as Exhibit A (the “**Unit**”):

1. That certain California Residential Purchase Agreement and Joint Escrow Instructions dated July 22, 2020, and Addenda (the “**Purchase Agreement**”).
2. That certain Supplemental Escrow Instructions & General Provisions dated August 12, 2020 (the “**Supplemental Escrow Instructions**”).
3. The Amended Escrow Instructions dated August 18, 2020.

An Agreement Containing Covenants, Restrictions and Option to Purchase was entered into by the City and the Seller dated August 4, 2015. This agreement was recorded in the office of the County Recorder of the County of Los Angeles, California on August 11, 2015 as Instrument No. 2015-986351 (the “**Covenants**”).

The Covenants place certain income and sale price limits on the Unit to assure that the Unit remains affordable to moderate income senior households. Performance of the Seller's obligations under the Covenants is secured by that certain Performance Deed of Trust dated August 4, 2015 and recorded in the land records of Los Angeles County on August 11, 2015 as Instrument No. 2015-0983042 in which the Seller is the trustor, the City is the beneficiary and USA National Title Company is the trustee (the "**Seller Deed of Trust**"). Upon the sale of the Unit to Buyer, as approved by the City, the Seller Deed of Trust is to be reconveyed as it applies to the Unit.

The Covenants require that the Seller, the Buyer, the City, and the Authority execute an Addendum to Grant Deed – Covenants, Restrictions and Option to Purchase – Moderate Income (the "**Grant Deed Addendum**") for recordation against the Unit. The Covenants also require the Buyer to execute a Performance Deed of Trust (Option to Cure and Purchase Agreement) in favor of the City and the Authority, for recordation against the Unit (the "**Performance Deed of Trust**").

The purpose of this letter is to provide the City's and Authority's instructions relating to the above referenced transaction. Your recordation of the "**Recording Documents**" shall be deemed to be your acceptance of these escrow instructions. However, we ask that you return to the undersigned a copy of this letter signed by you, indicating your acceptance of these instructions.

The City and Authority hereby instruct the Escrow Agent as follows. The transaction will close when all conditions precedent to the transaction have been satisfied.

I. DOCUMENTS

Enclosed herewith are the following documents in connection with the above-described escrow:

1. One original Substitution of Trustee and Full Reconveyance, executed in recordable form by the City and the Authority (the "**Substitution and Reconveyance**").
2. One original Grant Deed Addendum executed in recordable form by the City and the Authority.
3. One original Performance Deed of Trust, to be executed by the Buyer.
4. Two original Requests for Notice Under Section 2924b Civil Code, executed in recordable form by the City (the "**Request for Notice**").

II. CLOSING PROCEDURES

You are instructed to close this transaction when and only when all of the following occur:

1. The Buyer and Seller have deposited the original of the Grant Deed Addendum, executed in recordable form by the Buyer and Seller.
2. The Buyer has deposited one original of the Performance Deed of Trust, executed in recordable form by the Buyer.
3. All of the Buyer's and Seller's conditions precedent to closing this transaction have either been satisfied or waived by the party to be benefited and you have received confirmation from the Buyer and the Seller that you are to proceed with this transaction.
4. You are committed to complying with all of the instructions contained in these escrow instructions.

In closing escrow, you will adhere to the procedures set forth in the instructions below. All requirements with respect to closing shall be considered as having taken place simultaneously and no delivery shall be considered as having been made until all deliveries and closing transactions have been accomplished. Do not record or deliver any of the documents described above unless all conditions to closing are satisfied. When all conditions precedent to the close of escrow have been satisfied, you are authorized to:

1. With respect to any documents that have not been dated (whether or not such documents are to be recorded), fill in the date of recordation. With respect to any other blanks in the documents, fill in the appropriate information (for example, recording information or dates of other documents). If you have any questions regarding how to fill in any blanks, contact the undersigned immediately.
2. With respect to any documents that do not have a legal description appended, insert the legal description attached to this letter as Exhibit A.
3. Record the following documents (the "Recording Documents") in the Land Records of Los Angeles County, California, in the following order and in no other order:
 - a. The Substitution and Reconveyance

- b. The grant deed conveying fee title to the Unit from the Seller to the Buyer
 - c. The Grant Deed Addendum
 - a. The Performance Deed of Trust
 - d. The Request for Notice
4. Promptly after recordation, conformed and certified copies of the Recording Documents (showing all recording information) and a copy of these escrow instructions signed by you in the space provided at the conclusion of this letter to indicate your acceptance are to be delivered to:

Angelica Zavala
Housing Supervisor
Housing Authority of the City of Redondo Beach
1922 Artesia Boulevard
Redondo Beach, California 90278

5. These instructions may be modified only by written or telephonic instructions from the undersigned. If any of the instructions in this letter cannot be followed for any reason, please call the undersigned immediately.
6. Please bill the Seller for any charges you incur associated with the foregoing documents. Any documents signed by the City or the Authority are entitled to free recording pursuant to Government Code §§ 6103 and 27383:
- a. If any of such documents do not contain a legend to that effect, please insert the legend in the upper left corner of such documents.
 - b. Neither the City nor the Authority shall incur any expense in connection with the fulfillment of these escrow instructions.
 - c. All costs incurred by you with respect to this escrow shall be the sole obligation of the Seller.

The City hereby reserves the right to withdraw all the documents described herein prior to the closing of the transactions contemplated hereby.

Very truly yours,

City of Redondo Beach, a Chartered Municipal Corporation

Housing Authority of the City of Redondo Beach, a Public Body, Corporate and Politic

William C. Brand

Mayor and Chairman

The undersigned acknowledges receipt of the within escrow instructions and agrees to proceed in accordance therewith.

METROPOLITAN ESCROW

By: _____

Lorena Christie

Escrow Officer

EXHIBIT A
LEGAL DESCRIPTION

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Assessor's Parcel Number: 4082-012-168



Administrative Report

F.3., File # 20-1874

Meeting Date: 1/5/2021

TITLE

PARKING AUTHORITY - REGULAR MEETING - CANCELLED

NOTICE OF CANCELLED MEETING PARKING AUTHORITY

NOTICE IS HEREBY GIVEN THAT THE REGULAR PARKING AUTHORITY MEETING SCHEDULED FOR JANUARY 5, 2021 AT 6:00 P.M. HAS BEEN CANCELLED DUE TO LACK OF BUSINESS.

ELEANOR MANZANO

City Clerk



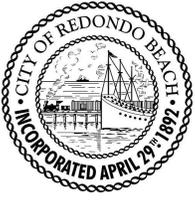
Administrative Report

G.1., File # 20-1875

Meeting Date: 1/5/2021

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 20-1878

Meeting Date: 1/5/2021

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JANUARY 5, 2021

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 Regular Agenda
Posting Locations 415 Diamond Street, Redondo Beach, CA 90277
 ✓ City Hall Kiosk
Meeting Date & Time JANUARY 5, 2021 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: December 22, 2020



Administrative Report

H.2., File # 20-1877

Meeting Date: 1/5/2021

TITLE

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



Administrative Report

H.3., File # 20-1888

Meeting Date: 1/5/2021

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

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

- A. SEPTEMBER 1, 2020 REGULAR MEETING
- B. SEPTEMBER 8, 2020 ADJOURNED REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



A. CALL MEETING TO ORDER

Via teleconference, a Regular Meeting of the Redondo Beach City Council was called to order by Mayor Brand at 6:00 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Gran, Emdee, Mayor Brand
Councilmembers Absent: None
Officials Present: Eleanor Manzano, City Clerk
Michael Webb, City Attorney
Joe Hoefgen, 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 Labor Day Weekend and the Water Board meeting that took place today.

Councilmember Loewenstein wished everyone a happy Labor Day weekend.

Councilmember Horvath announced his virtual Community Meeting taking place on September 17 from 6 to 7:30 p.m.

Councilmember Gran announced his virtual Community Meeting taking place on September 12 on 9 a.m. and thanked Public Works for all their work in the City.

Councilmember Emdee reminded the residents that street sweeping will be starting again for ticketing on September 21.

Mayor Brand spoke on the State Housing Bills and stated SB902 and SB1120 failed, the Water Board hearing which approved a one year extension with other extensions set on the table, the shower at the hand launch is up and running, and gave an update on his health.

E. APPROVAL OF ORDER OF AGENDA

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to approve the agenda as presented, with the removal of P.2 and H.14. Motion carried unanimously, with the following roll call vote:

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

F. AGENCY RECESS: 6:15 p.m.

- F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY**
CONTACT: MARNI RUHLAND, FINANCE DIRECTOR
- F.2. REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY**
CONTACT: JOHN LA ROCK, COMMUNITY SERVICES DIRECTOR
- F.3. PUBLIC FINANCING AUTHORITY – REGULAR MEETING – CANCELLED**
CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

RECONVENE: 6:42 p.m.

ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Gran, Emdee, Mayor Brand
 Councilmembers Absent: None
 Officials Present: Eleanor Manzano, City Clerk
 Michael Webb, City Attorney
 Joe Hoefgen, City Manager
 Vickie Kroneberger, Chief Deputy City Clerk

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to receive and file additional materials for Items H.9, H.12, J.1, P.1, and P.2. Motion carried unanimously, with the following roll call vote:

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

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF SEPTEMBER 1, 2020
CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA.
CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE
CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 26826-26848 IN THE AMOUNT OF \$41,080.38, PD. 8/21/2020
DIRECT DEPOSIT 226129-226575 IN THE AMOUNT OF \$1,676,165.39, PD. 8/21/2020
CHECKS 26849-26850 IN THE AMOUNT OF \$683.67, PD. 8/24/2020
DIRECT DEPOSIT 226576-226577 IN THE AMOUNT OF \$197.02, PD. 8/24/2020
EFT/ACH \$7,477.52, PD. 8/20/2020 (PP2017)

ACCOUNTS PAYABLE DEMANDS
CHECKS 95721-95884 IN THE AMOUNT OF \$1,756,155.59
EFT CALPERS MEDICAL INSURANCE \$331,097.11

**EFT BARINGS MULTIFAMILY CAPITAL \$103,004.00
REPLACEMENT DEMANDS 95718-95720
CONTACT: MARNI RUHLAND, FINANCE DIRECTOR**

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

1. APPROVE AGREEMENT WITH ELLIS ENVIRONMENTAL MANAGEMENT, INC. FOR HAZARDOUS MATERIAL ABATEMENT MONITORING FOR THE REDONDO BEACH TRANSIT CENTER IN AN AMOUNT NOT TO EXCEED \$14,500 FOR THE TERM SEPTEMBER 1, 2020 TO DECEMBER 31, 2022.

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

H.6. EXCUSE ABSENCES OF VARIOUS COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS

CONTACT: ELEANOR MANZANO, CITY CLERK

H.7. ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2009-060, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, MODIFYING THE BUDGET FOR FISCAL YEAR 2020-2021 TO APPROPRIATE \$3,510.00 IN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS FROM THE OFFICE OF BOARD OF STATE AND COMMUNITY CORRECTIONS TO THE INTERGOVERNMENTAL GRANTS FUND APPROVE AGREEMENT WITH EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) OFFICE OF THE BOARD AND STATE COMMUNITY CORRECTIONS (BSCC) MENTAL HEALTH GRANT FOR THE AMOUNT NOT TO EXCEED \$3,510 FOR THE TERM MAY 1, 2019 - SEPTEMBER 30, 2021.

CONTACT: KEITH KAUFFMAN, CHIEF OF POLICE

H.8. PULLED BY COUNCILMEMBER GRAN FOR FURTHER DISCUSSION.

H.9. ADOPT BY TITLE ONLY ORDINANCE NO. O-3204-20, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 4, CHAPTER 35 OF THE REDONDO BEACH MUNICIPAL CODE TO ALLOW DOGS IN SPECIFIED PARKS UNDER IMPOSED CONDITIONS. FOR SECOND READING AND ADOPTION.

CONTACT: JOHN LA ROCK, COMMUNITY SERVICES DIRECTOR

H.10. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH OVERLAND, PACIFIC & CUTLER, LLC FOR PROJECT SERVICES FOR AVIATION BLVD AT ARTESIA BLVD NORTHBOUND RIGHT TURN LANE PROJECT, JOB NO. 40780, FOR NO ADDITIONAL COST AND TO EXTEND THE TERM TO SEPTEMBER 30, 2023

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.11. ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2009-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, MODIFYING THE FISCAL YEAR 2019-20 BUDGET FOR CORONAVIRUS RELIEF FUNDS PROVIDED IN THE FEDERAL CARES ACT IN THE AMOUNT OF \$827,184

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

H.12. PULLED BY COUNCILMEMBER HORVATH FOR FURTHER DISCUSSION.

H.13. APPROVAL OF FACILITY USE AGREEMENTS WITH LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE PLACEMENT AND INSTALLATION OF THREE (3) 24-HOUR UNMANNED VOTE BY MAIL BALLOT DROP BOXES FOR NOVEMBER 3, 2020

**GENERAL (PRESIDENTIAL) AND FUTURE ELECTIONS FOR THE TERM SEPTEMBER 1, 2020-
OCTOBER 31, 2025**
CONTACT: ELEANOR MANZANO, CITY CLERK

H.14. PULLED BY STAFF.

H.15. PULLED BY COUNCILMEMBER NEHRENHEIM FOR FURTHER DISCUSS.

Mayor Brand called for public comment via eComment and Zoom.

Comments on Item H.9:

Michelle Oplatka expressed concern with dogs in parkettes and impacts to children safety and families, the grass, noise, leash compliance and trash.

Chief Deputy City Clerk Vickie Kroneberger read the following eComment comments:

Leslie Ogg expressed concern with irresponsible dog owners, dogs not on leash, and dog waste not being picked up. She asked that dogs not be allowed in the parks.

Linda Robertson supported dogs in the parks and stated she is a responsible dog owner. She asked that others support dogs in parks on leash and the City being dog friendly.

John Simpson supported the ordinance which provides a reasonable way for residents to enjoy parks with their dogs while maintaining protection from places where their presence would be inappropriate such as playground areas.

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

Councilmember Emdee stated an extra tool includes dogs allowed in parks only if they are licensed.

Mayor Brand asked about enforcement regarding dogs in parks. City Manager Hoefgen noted this will be a challenge given the lack in Code Enforcement staffing, and the focus will be on outreach and community education. He also said a violation would have to be seen by staff.

Community Services Director John La Rock also said enforcement will be reactive, and encouraged any infraction of the rules be reported and documented photographically. He also said a report will come back to Council on October 1, 2021.

Councilmember Gran spoke on enforcement and following the rules, supported going forward positively, expressed concern with Council not supporting his recommendation, and said this is a cautionary stepped approach.

Motion by Councilmember Emdee, seconded by Councilmember Nehrenheim, to approve Consent Calendar items H.1 through H.15, with the exclusion of H.8, H.12, H.14 and H.15. Motion carried unanimously, with the following roll call vote:

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

City Clerk Manzano read all Ordinances and Resolutions by title only which were included on the Consent Calendar.

I. EXCLUDED CONSENT CALENDAR ITEMS

H.8. ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2009-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2020-2021 BUDGET MODIFICATION TO APPROPRIATE \$2,000 FROM WEST BASIN MUNICIPAL WATER DISTRICT'S WATER BOTTLE FILLING STATION PILOT PROGRAM TO THE WATER BOTTLE FILLING STATION PROGRAM ACCOUNT.

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Councilmember Gran supported the Water Bottle Filling Station Pilot Program and asked for a review.

Public Works Director Ted Semaan gave a report and reviewed the grant and program. He said this will be located on the pier providing the public a place to fill their bottles.

Councilmember Gran also thanked Carol Kwan, West Basin Municipal Water District Board of Directors, for the grant and helping the City.

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

Motion by Councilmember Gran, seconded by Councilmember Emdee, to adopt by 4/5 vote and by title only Resolution No. CC-2009-061. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Gran, Emdee

NOES: None

ABSENT: None

City Clerk Manzano read by title only Resolution No. CC-2009-061.

H.12. APPROVE THE MEMORANDUM OF UNDERSTANDING WITH CLEAR INC. WHEREBY CLEAR INC. AGREES TO DONATE \$5,000 OF PROFESSIONAL CLINICAL SERVICES PER MONTH TO FUND A MENTAL HEALTH TREATMENT PROGRAM TO ASSIST THE HOMELESS, WITH THE OPTION FOR THE CITY TO PAY FOR ADDITIONAL SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000 FOR THE TERM OF SEPTEMBER 1, 2020 – AUGUST 31, 2021.

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

Councilmember Horvath supported Clear Inc. and the program.

City Attorney Webb gave a report on the MOU with Clear Inc.

Basel Shadfan, Admissions Director of Clear Inc., said they are excited to help.

Joy Abaquin, Quality of Life Prosecutor, thanked Clear Inc. and supporting the homeless and the program.

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

Motion by Councilmember Horvath, seconded by Councilmember Loewenstein, to approve the Memorandum of Understanding with Clear Inc. whereby Clear Inc. agrees to donate \$5,000 of professional clinical services per month to fund a mental health treatment program to assist the homeless, with the option for the City to pay for additional services for an amount not to exceed \$50,000 for the term of September 1, 2020 – August 31, 2021. Motion carried unanimously, with the following roll call vote:

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

**H.15. INTRODUCE BY TITLE ONLY ORDINANCE NO. O-3205-20, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 2-9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION. FOR INTRODUCTION AND FIRST READING.
CONTACT: MICHAEL W. WEBB, CITY ATTORNEY**

Councilmember Nehrenheim stated he had suggested all leaseholders submit two or three names. He pointed out if five names are not received, the position becomes at large and the Mayor can make the appointment.

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

Mayor Brand asked if there is the ability in the Ordinance to remove a Commissioner. City Attorney Webb stated generally the Council has the authority to remove someone.

Motion by Councilmember Horvath, seconded by Councilmember Gran, to introduce by title only Ordinance No. O-3205-20. Motion carried unanimously, with the following roll call vote:

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

City Clerk Manzano read by title only Ordinance No. O-3205-20.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mayor Brand called for public comment via eComment and Zoom.

Chief Deputy City Clerk Vickie Kroneberger read the following eComment comments:

Maggie Healy questioned the shower installation being an item for harbor revitalization and asked about the developers. She believed the quality of life is suffering and the Redondo Beach citizens deserve better.

Sara Martin, District 1, requested that all elected Councilmembers and City Commissioners be both more expansive and specific in describing their Ex Parte communications.

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

K. EX PARTE COMMUNICATIONS – NONE

L. PUBLIC HEARINGS – NONE

M. ITEMS CONTINUED FROM PVIOUS AGENDAS – NONE

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH FIREFIGHTERS' ASSOCIATION

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2009-063, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH FIREFIGHTERS' ASSOCIATION FROM JULY 1, 2020 THROUGH JUNE 30, 2024

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

Director of Human Resources Diane Strickfaden gave a report and stated an agreement has been reached for a four year contract running from July 1, 2020 through June 30, 2024. She reviewed the agreement and noted \$514K in savings during the first year.

Councilmember Emdee thanked everyone who was negotiating which will go a long way to fix issues taking place in the past.

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

Motion by Councilmember Gran, seconded by Councilmember Nehrenheim, to adopt by title only Resolution No. CC-2009-063. Motion carried unanimously, with the following roll call vote:

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

City Clerk Manzano read by title only Resolution No. CC-2009-063.

N.2. DISCUSSION AND POSSIBLE ACTION ON A REPORT FROM THE FIRE AND POLICE DEPARTMENTS ON THEIR USE OF SIRENS WITHIN THE CITY.

**CONTACT: ROBERT METZGER, FIRE CHIEF
KEITH KAUFFMAN, CHIEF OF POLICE**

Chief of Police Keith Kauffman gave a report and discussed the following:

- Police Department: 2019 six-month period – responded with sirens 881 times, 2020 six-month period – responded with sirens 794 times
- Fire Department: 2019 six-month period – responded with sirens 3,618 times, 2020 six-month period – responded with sirens 3,499 times
- Policies when using sirens
- Location of sirens

Division Chief Yang gave a report and noted the call volume is on the rise but policies have not changed.

Mayor Brand noted more complaints but observed that people are home more now and also said it depends on where people live. He also said there is a perception of a large uptake.

Councilmember Horvath believed people are very sensitive right now since they are home more and seeing and hearing more. He also pointed out that the Fire Department is not running sirens when going back to base from a call.

In response to Councilmember Horvath regarding transporting and data collection, Division Chief Yang explained the transports and the use of sirens. He also said the stats do not account for McCormick but they are present when making transports with the paramedics.

Councilmember Horvath said he has not noted any change or complaints, but many complaints were coming south of Anita/190th.

Councilmember Loewenstein stated he lives south of 190th and east of PCH, stated he has worked from home for many years and has noted an increase in the amount of sirens. He observed posts on Nextdoor regarding sirens and noise and complaints from Grant Avenue, and stated he spoke to a paramedic who noted things have gotten busier. He also asked about sirens on an empty street at night.

Chief Kauffman explained that the use of sirens on an empty street at night is based on the nature of the call, the type of call, necessity of a timely response, and Code 3 considerations based on traffic conditions or the distance an officer is from an emergency call. He said full lights and sirens are run when a necessity is needed or when having to break any traffic law to avoid a liability to the City. He said they are also responding Code 3 with Hermosa Beach PD for things that happen on Herondo.

Division Chief Yang stated they run their sirens to request the right-of-way, and said there is the opportunity to run lights when no one is there such as late at night. He also said during the COVID era there have been adjustments to some of the road patterns. He also informed that there are thoroughfares used that are larger for safety and transportation. He further said they have very large vehicles which take time to stop and do maneuvers to avoid accidents.

Councilmember Loewenstein thanked the Police and Fire for compiling the data and all of their work.

Councilmember Nehrenheim noted streets that are utilized can be an issue and asked about how many calls are happening in North Redondo and require vehicles from City Hall or Station 1.

Division Chief Yang reviewed the trips being utilized and routes and stated their staff can provide numbers regarding cross town responses.

Chief Kauffman stated the Police routes are not necessarily predetermined, however, they will depend on traffic conditions, time of day and type of call.

Councilmember Nehrenheim asked about the sounds/tones from the sirens which were recently just updated. Chief Kauffman stated the Police switched from a high frequency to a low frequency which is a better way to alert the cars.

Division Chief Yang stated that Fire uses electronic sirens that are basically high to low and also run air horns to capture attention.

Councilmember Nehrenheim requested documentation regarding services outside of Redondo, incoming services as well as going north/south.

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

O. CITY MANAGER ITEMS

O.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S LOCAL EMERGENCY PERTAINING TO COVID-19

RECEIVE AND FILE THE CITY'S CURRENT SUMMARY OF EMERGENCY ORDERS AND PROVIDE DIRECTION IF NEEDED
CONTACT: JOE HOEFGEN, CITY MANAGER

City Manager Joe Hoefgen gave an updated report and discussed the following:

- Street sweeping enforcement resuming - tickets will now be issued starting September 21
- One of the last cities to resume street sweeping
- No resolution tonight
- Same City offices closed
- Some movement in the area of community services programs/recreation
- Labor Day weekend

Community Services Director John La Rock gave an updated report regarding community and recreation services and discussed the following:

- Some summer camps resumed
- Five remote learning centers beginning September 14
- School District delivering meals to students for five learning sites
- Host a maximum of 140 students across the five sites
- Beach Cities Transit operations continue
- Virtual interviews for Section 8
- In-person inspection of units before occupied
- Holding limited sports camps
- Activate sailing program
- Exploring virtual programming
- Senior support
- Working with BCHD

Councilmember Loewenstein asked if Halloween block parties would be allowed. City Attorney Webb stated he will research this and will check with the county and state.

Councilmember Emdee supported staff in helping the seniors in a virtual environment which has been very helpful.

In response to Councilmember Nehrenheim, Public Works Director Semaan stated the waivers have been coming through and there are now three different street segments that the Coastal Commission has approved to utilize parking areas on the street. He also said an extension was provided until October 5 for the Riviera Village Association.

Planning Manager Sean Scully stated that the Coastal Commission has had a fast turnaround and noted a good relationship with them and the City.

In response to Councilmember Nehrenheim, Planning Manager Scully also said Facetime inspections are taking place. He explained that the plan check turnaround is about six to eight weeks, but they have just brought in a new employee to help with the process.

Councilmember Nehrenheim said people are not utilizing the parking spots right now and the areas are packed for outside diners and well-used.

Councilmember Gran gave an update on the COVID Business Reimbursement Program. Finance Director Marni Ruhland stated they are still reviewing what has been received which is being received in different formats and a contract will then be put together and then issue a reimbursement fee.

Councilmember Gran noted businesses outside of the Artesia and Aviation corridor that are interested into the program.

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

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND CONSIDERATION OF A TIME AND DATE FOR THE CITY'S NEXT STRATEGIC PLANNING SESSION.

City Manager Hoefgen suggested Thursday, October 29 at 10 to 3 p.m.; Thursday November 12 at 10 to 3 p.m. or 3 to 8 p.m.; or Monday November 16 at 10 to 3 p.m. or 3 to 8 p.m.

Mayor Brand suggested an earlier date and also the start time being 3 p.m. to allow for public participation.

Councilmember Horvath suggested morning/afternoon times and noted there is an update to the virtual option which would allow for better attendance.

Councilmember Nehrenheim believed that 10 a.m. may be too early and suggested a start time of 2 or 3. He also suggested October 29 starting at 1 or 2 p.m. City Manager Hoefgen stated the GPAC may be holding a meeting that evening and there could be a conflict.

Councilmember Emdee supported any of the dates but did not support a conflict with another meeting.

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

Motion by Councilmember Loewenstein, seconded by Councilmember Gran, to hold the City's next Strategic Planning Session on Thursday, October 29 from 1 to 6 p.m. Motion carried unanimously, with the following roll call vote:

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

P.2. DISCUSSION AND CONSIDERATION OF MAYOR APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

This item has been continued.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

In response to Councilmember Nehrenheim regarding the Reed's apron item, City Attorney Webb stated this item will be coming back in October and also suggested that Councilmember Nehrenheim contact him for review.

Councilmember Loewenstein requested an update on the bike plan and the funding in early to mid-October.

Councilmember Gran requested a discussion at the next meeting on the COVID Reimbursement Program.

Motion by Councilmember Horvath, seconded by Councilmember Gran, to recess at 8:33 p.m. to conduct Closed Sessions attended by City Manager Joe Hoefgen, City Attorney Mike Webb, Assistant City Attorney

Cheryl Park, Assistant City Manager Mike Witzansky, Waterfront and Economic Development Director Stephen Proud and Outside Counsel John Welner for R.2. Motion carried unanimously, with the following roll call vote:

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

R. CLOSED SESSION – 8:30 p.m.

R.1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Joe Hoefgen, City Manager
Mike Witzansky, Assistant City Manager
Stephen Proud, Waterfront and Economic Development Director

PROPERTY:

APNs: 7503-013-901

NEGOTIATING PARTY:

Adam Marquis, Sunrise Harbor, Ltd./Redondo Hotel

UNDER NEGOTIATION:

Both Price and Terms

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

Name of Case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach; Building a Better Redondo, et al.

Case Number:

Second Appellate District, Division Three Case Number: BS291111
Los Angeles Superior Court Case Number: BS168564

S. RECONVENE TO OPEN SESSION – 9:17 p.m.

ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Gran, Emdee, Mayor Brand
Councilmembers Absent: None
Officials Present: Eleanor Manzano, City Clerk
Michael Webb, City Attorney
Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

ANNOUNCEMENT OF CLOSED SESSION ACTIONS

Assistant City Manager Park announced two decisions by City Council regarding Item R.2 with both being unanimous votes, one being to request depublication, and the other not to file an answer to the petition for review.

T. ADJOURNMENT: 9:19 P.M.

There being no further business to come before the City Council, Motion by Councilmember Nehrenheim, seconded by Councilmember Emdee, to adjourn the meeting at 9:19 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, September 8, 2020, in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California, via teleconference. Motion carried unanimously, with the following roll call vote:

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

Respectfully submitted,

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, Loewenstein, Horvath, Gran, Emdee (arrived at 4:32 p.m.), Mayor Brand
Councilmembers Absent: None
Officials Present: Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION – NONE

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to receive and file additional backup material for Item F.1. Motion carried unanimously, with the following roll call vote:

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

E. CONSENT CALENDAR

E.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF September 8, 2020.

CONTACT: ELEANOR MANZANO, City Clerk

Motion by Councilmember Loewenstein, seconded by Councilmember Horvath, to approve Item E.1 as presented. Motion carried unanimously, with the following roll call vote:

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

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

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

G. RECESS TO CLOSED SESSION at 4:33 p.m.

G.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:

Jason Johnson v. City of Redondo Beach, et al
Case Number: 19STCV45100

G.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:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.
District Court Case Number: 2:17-CV-4645.

G.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

G.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by 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: 19STCV13547

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

Name of case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach; Building a Better Redondo, et al.
Second Appellate District, Division Three Case Number: BS291111
Los Angeles Superior Court Case Number: BS168564

G.6. CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).

Two potential cases

Motion by Councilmember Horvath, seconded by Councilmember Emdee, to recess at 4:33 p.m. to conduct Closed Sessions attended by City Manager Joe Hoefgen, Assistant City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, Waterfront and Economic Development Director Stephen Proud, Fire Chief Bob Metzger, Human Resources Director Diane Strickfaden, Outside Labor Negotiator Lisa Bond, Outside Legal Counsel Phil Toomey, Outside Legal Counsel Jon Weiner, and Outside Real Estate Consultant Larry Kosmont. Motion carried unanimously, with the following roll call vote:

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

H. RECONVENE TO OPEN SESSION: 6:55 p.m.

I. ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Gran, Emdee, Mayor Brand
Councilmembers Absent: None
Officials Present: Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

J. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Hoefgen announced that Outside Legal Counsel Jon Welner did not participate in Closed Session. Assistant City Attorney Cheryl Park announced a unanimous vote to file a CEQA action against the State Water Board on Item G.6.

K. ADJOURNMENT: 6:57 p.m.

There being no further business to come before the City Council, Motion by Councilmember Nehrenheim, seconded by Councilmember Emdee, to adjourn the meeting at 6:57 p.m. to a Special 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, September 15, 2020, in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California, via teleconference. Motion carried unanimously, with the following roll call vote:

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

Respectfully submitted,

Eleanor Manzano, City Clerk



Administrative Report

H.4., File # 20-1650

Meeting Date: 1/5/2021

To: MAYOR AND CITY COUNCIL
From: MARNI RUHLAND, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS

CHECKS 27043-27069 IN THE AMOUNT OF \$42,064.65, PD. 12/11/2020
DIRECT DEPOSIT 229769-230222 IN THE AMOUNT OF \$1,795,097.58, PD. 12/11/2020
CHECKS 27070-27070 IN THE AMOUNT OF \$3,131.59, PD. 12/11/2020
DIRECT DEPOSIT 230223-230226 IN THE AMOUNT OF \$4,852.83, PD. 12/11/2020
EFT/ACH \$7,477.52, PD. 11/27/2020 (PP2024)
EFT/ACH \$354,103.83, PD. 12/3/2020 (PP2024)
EFT/ACH \$7,477.52, PD. 12/11/2020 (PP2025)
EFT/ACH \$352,976.07, PD. 12/14/2020 (PP2025)

ACCOUNTS PAYABLE DEMANDS

CHECKS 97175-97335 IN THE AMOUNT OF \$1,845,083.99
EFT CALPERS MEDICAL INSURANCE \$339,151.62
EFT BARINGS MULTIFAMILY CAPITAL \$315,863.00
DIRECT DEPOSIT 100004299-100004408 IN THE AMOUNT OF \$102,532.07, PD. 1/4/2020
REPLACEMENT DEMAND 97174

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

01052021_RECOMMENDATION_TO_APPROVE
01052021_VENDOR_INVOICE_LIST

**RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING JANUARY 5, 2021**

a. Payroll Demands

- Checks 27043-27069, \$42,064.65, Pd.12/11/2020
- Direct Deposit 229769-230222, \$1,795,097.58, Pd.12/11/2020
- Checks 27070-27070, \$3,131.59, Pd.12/11/2020
- Direct Deposit 230223-230226, \$4,852.83, Pd.12/11/2020
- EFT/ACH \$7,477.52, Pd. 11/27/2020 (PP2024)
- EFT/ACH \$354,103.83, Pd. 12/3/2020 (PP2024)
- EFT/ACH \$7,477.52, Pd. 12/11/2020 (PP2025)
- EFT/ACH \$352,976.07, Pd. 12/14/2020 (PP2025)

b. Accounts Payable Demands

- Checks 97175-97335, \$1,845,083.99
- EFT CalPERS Medical Insurance \$339,151.62
- EFT Barings Multifamily Capital \$315,863.00
- Direct Deposit 100004299-100004408, \$102,532.07, Pd. 1/4/2020

Replacement Demands

97174	Securitas Security Services (Replaced ck #96200-Never rec'd)	\$360.00
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I hereby approve and authorize for payment the above demands.

*Joe Hoefgen
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	
8892 3V SIGNS & GRAPHICS, LLC.											
11472		07/14/2020	10253657	01052021	97175	229.95	01/05/2021	INV	PD	CONSTRUCTION SIGNS MAY 20	
CHECK DATE: 01/05/2021											
11241		07/14/2020	10253658	01052021	97175	164.25	01/05/2021	INV	PD	CONSTRUCTION SIGNS APRIL	
CHECK DATE: 01/05/2021											
11473		07/14/2020	10253659	01052021	97175	32.85	01/05/2021	INV	PD	CONSTRUCTION SIGNS JUNE 2	
CHECK DATE: 01/05/2021											
11724		11/13/2020	10253660	01052021	97175	65.70	01/05/2021	INV	PD	CONSTRUCTION SIGNS JULY 2	
CHECK DATE: 01/05/2021											
11725		11/13/2020	10253661	01052021	97175	197.10	01/05/2021	INV	PD	CONSTRUCTION SIGNS AUGUST	
CHECK DATE: 01/05/2021											
11726		11/13/2020	10253662	01052021	97175	229.95	01/05/2021	INV	PD	CONSTRUCTION SIGNS SEPT 2	
CHECK DATE: 01/05/2021											
11727		11/13/2020	10253663	01052021	97175	197.10	01/05/2021	INV	PD	CONSTRUCTION SIGNS OCT 20	
CHECK DATE: 01/05/2021											
11153		07/14/2020	10253655	01052021	97175	164.25	01/05/2021	INV	PD	CONSTRUCTION SIGNS MARCH	
CHECK DATE: 01/05/2021											
						1,281.15					
22 A THRONE CO., INC.											
0000672314		12/18/2020	10253796	01052021	97176	1,411.76	12/18/2020	INV	PD	PORTABLE RESTROOM HOMELES	
CHECK DATE: 01/05/2021											
10119 AARDVARK											
PIN11469		12/16/2020	10253758	01052021	97177	4,985.13	12/16/2020	INV	PD	PD Equipment Civil Unrest	
CHECK DATE: 01/05/2021											
12247 AFFORDABLE HOUSING NETWORK, LLC											
HA9278	5109	12/17/2020	10253781	01052021	97178	15,000.00	12/17/2020	INV	PD	GOSECTION8 RENT COMPARABL	
CHECK DATE: 01/05/2021											
12200 AGA ENGINEERS, INC.											
20143-IN	4977	11/30/2020	10253372	01052021	97179	14,780.00	01/05/2021	INV	PD	On-CallContract.KingHarbo	
CHECK DATE: 01/05/2021											
11750 ALLIED UNIVERSAL SECURITY SERVICES											
10747001	5037	12/12/2020	10253552	01052021	97180	5,403.48	12/12/2020	INV	PD	SECURITY SERVICES NOVEMBE	
CHECK DATE: 01/05/2021											
10747000	5037	12/12/2020	10253553	01052021	97180	150.00	12/12/2020	INV	PD	HELIAUS MOBILE NOVEMBER 2	
CHECK DATE: 01/05/2021											
						5,553.48					
144 AMERICAN CITY PEST CONTROL INC.											
517294		12/16/2020	10253724	01052021	97181	53.00	12/16/2020	INV	PD	LOC106956 PERRY SC PEST C	
CHECK DATE: 01/05/2021											
517353		12/16/2020	10253725	01052021	97181	25.50	12/16/2020	INV	PD	LOC106956 PERRY SC BAIT S	
CHECK DATE: 01/05/2021											

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
517451		12/16/2020	10253726	01052021	97181	42.50	12/16/2020	INV	PD	LOC108820 TEEN CENTER BAI
CHECK DATE:	01/05/2021									
510002		12/10/2020	10253451	01052021	97181	200.50	12/10/2020	INV	PD	LOC1000475 101 TORR BLVD
CHECK DATE:	01/05/2021									
512241		12/10/2020	10253456	01052021	97181	68.00	12/10/2020	INV	PD	LOC1000475 101 TORR BLVD
CHECK DATE:	01/05/2021									
517328		12/10/2020	10253473	01052021	97181	58.50	12/10/2020	INV	PD	LOC107358 PW YARD PEST CO
CHECK DATE:	01/05/2021									
517820		12/10/2020	10253474	01052021	97181	52.00	12/10/2020	INV	PD	LOC112615 MAINT SHOP BAIT
CHECK DATE:	01/05/2021									
517322		12/16/2020	10253721	01052021	97181	53.00	12/16/2020	INV	PD	LOC106770 ALTA VISTA PEST
CHECK DATE:	01/05/2021									
176 AMERICAN TEXTILE MAINTENANCE COMPANY						553.00				
20311502		11/17/2020	10253453	01052021	97182	402.04	12/10/2020	INV	PD	inmate linen service
CHECK DATE:	01/05/2021									
20313422		11/19/2020	10253454	01052021	97182	422.92	12/10/2020	INV	PD	inmate linen service
CHECK DATE:	01/05/2021									
20315214		11/23/2020	10253455	01052021	97182	414.51	12/10/2020	INV	PD	inmate linen service
CHECK DATE:	01/05/2021									
20317128		11/25/2020	10253458	01052021	97182	403.37	12/10/2020	INV	PD	inmate linen service
CHECK DATE:	01/05/2021									
20319012		12/01/2020	10253459	01052021	97182	428.68	12/10/2020	INV	PD	inmate linen service
CHECK DATE:	01/05/2021									
20320934		12/04/2020	10253460	01052021	97182	403.37	12/10/2020	INV	PD	inmate linen service
CHECK DATE:	01/05/2021									
20322779		12/08/2020	10253461	01052021	97182	425.65	12/10/2020	INV	PD	inmate linen service
CHECK DATE:	01/05/2021									
197 ANIMAL CARE EQUIPMENT & SERVICES						2,900.54				
87423		11/24/2020	10253448	01052021	97183	186.21	12/24/2020	INV	PD	ANIMAL CONTROL SUPPLIES F
CHECK DATE:	01/05/2021									
11474 AUDIOCHECKS, LLC										
15738		12/16/2020	10253747	01052021	97184	1,680.00	12/16/2020	INV	PD	GAS MASK FITTINGS/RESPIRA
CHECK DATE:	01/05/2021									
291 BAKER & TAYLOR										
5016589368		12/04/2020	10253626	01052021	97185	82.37	12/15/2020	INV	PD	BOOKS
CHECK DATE:	01/05/2021									
2035448923		12/01/2020	10253644	01052021	97185	15.77	12/15/2020	INV	PD	BOOKS
CHECK DATE:	01/05/2021									
2035637210		11/25/2020	10253535	01052021	97185	76.44	12/11/2020	INV	PD	BOOKS
CHECK DATE:	01/05/2021									
2035637114		11/25/2020	10253536	01052021	97185	157.18	12/11/2020	INV	PD	BOOKS
CHECK DATE:	01/05/2021									
2035621176		11/25/2020	10253537	01052021	97185	1,046.01	12/11/2020	INV	PD	BOOKS
CHECK DATE:	01/05/2021									
2035603500		11/25/2020	10253538	01052021	97185	52.46	12/11/2020	INV	PD	BOOKS

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 01/05/2021										
2035601288		11/25/2020	10253539	01052021	97185	78.68	12/11/2020	INV	PD	BOOKS
CHECK DATE: 01/05/2021										
H52220640		11/25/2020	10253540	01052021	97185	32.81	12/11/2020	INV	PD	AUDIOVISUAL MATERIAL
CHECK DATE: 01/05/2021										
2035637820		12/04/2020	10253631	01052021	97185	988.43	12/15/2020	INV	PD	BOOKS
CHECK DATE: 01/05/2021										
2035649334		12/04/2020	10253632	01052021	97185	423.84	12/15/2020	INV	PD	BOOKS
CHECK DATE: 01/05/2021										
2035653413		12/03/2020	10253633	01052021	97185	41.05	12/15/2020	INV	PD	BOOKS
CHECK DATE: 01/05/2021										
H52326670		12/03/2020	10253634	01052021	97185	29.56	12/15/2020	INV	PD	AUDIOVISUAL MATERIAL
CHECK DATE: 01/05/2021										
H52362930		12/03/2020	10253635	01052021	97185	69.72	12/15/2020	INV	PD	AUDIOVISUAL MATERIAL
CHECK DATE: 01/05/2021										
2035655491		12/03/2020	10253636	01052021	97185	11.92	12/15/2020	INV	PD	BOOKS
CHECK DATE: 01/05/2021										
2035649348		12/02/2020	10253637	01052021	97185	22.57	12/15/2020	INV	PD	BOOKS
CHECK DATE: 01/05/2021										
H52238560		12/02/2020	10253639	01052021	97185	69.73	12/15/2020	INV	PD	AUDIOVISUAL MATERIAL
CHECK DATE: 01/05/2021										
H52304820		12/02/2020	10253640	01052021	97185	20.50	12/15/2020	INV	PD	AUDIOVISUAL MATERIALS
CHECK DATE: 01/05/2021										
2035447893		12/02/2020	10253641	01052021	97185	602.05	12/15/2020	INV	PD	BOOKS
CHECK DATE: 01/05/2021										
2035645353		12/01/2020	10253642	01052021	97185	313.93	12/15/2020	INV	PD	BOOKS
CHECK DATE: 01/05/2021										
8688 BAVCO BACKFLOW APPARATUS & VALVE COMPANY						4,135.02				
979278		12/10/2020	10253705	01052021	97186	728.00	12/10/2020	INV	PD	BACKFLOWS INSPECTIONS 26
CHECK DATE: 01/05/2021										
979300		12/10/2020	10253706	01052021	97186	1,355.00	12/10/2020	INV	PD	REPAIR 4 IRRIG BACKFLOW D
CHECK DATE: 01/05/2021										
979279		12/10/2020	10253707	01052021	97186	2,632.00	12/10/2020	INV	PD	BACKFLOW VALVE IRRIG 94 T
CHECK DATE: 01/05/2021										
980200		12/16/2020	10253723	01052021	97186	1,090.00	12/16/2020	INV	PD	REPAIR BACKFLOW DEVICE 19
CHECK DATE: 01/05/2021										
6328 BAYSIDE MEDICAL CENTER						5,805.00				
00115234		11/06/2020	10253467	01052021	97187	1,630.00	12/10/2020	INV	PD	inmate ok to book
CHECK DATE: 01/05/2021										
10448 BEARCOM										
5118841		12/01/2020	10253629	01052021	97188	219.74	01/05/2021	INV	PD	12/20 HARBOR RADIO MAINT
CHECK DATE: 01/05/2021										
5118829		12/01/2020	10253587	01052021	97188	1,164.02	01/05/2021	INV	PD	12/20 RADIO MAINT
CHECK DATE: 01/05/2021										
10436 BIBLIOTHECA, LLC						1,383.76				

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
INV-US38229 CHECK DATE: 01/05/2021		12/02/2020	10253541	01052021	97189	4,985.51	12/11/2020	INV	PD	DOWNLOADABLE MEDIA	
384 BILL'S SOUND SYSTEMS, INC.											
38025 CHECK DATE: 01/05/2021		12/10/2020	10253475	01052021	97190	65.00	12/10/2020	INV	PD	PARKS PASSCODE CHANGE	
38055 CHECK DATE: 01/05/2021		12/10/2020	10253484	01052021	97190	65.00	12/10/2020	INV	PD	PARKS PASSCODE CHANGE	
385 BISHOP COMPANY											
						130.00					
590381 CHECK DATE: 01/05/2021		12/10/2020	10253710	01052021	97191	570.45	12/10/2020	INV	PD	PARKS SUPPLIES CHAINSAW P	
11059 BLACKSTONE PUBLISHING											
1193103 CHECK DATE: 01/05/2021		11/30/2020	10253645	01052021	97192	210.00	12/15/2020	INV	PD	AUDIOVISUAL MATERIAL	
3121 BLUE DIAMOND											
2089311 CHECK DATE: 01/05/2021		12/16/2020	10253717	01052021	97193	1,266.37	12/16/2020	INV	PD	STREETS SHEET ASPHALT	
2083327 CHECK DATE: 01/05/2021		12/10/2020	10253490	01052021	97193	561.44	12/10/2020	INV	PD	STREETS EMLUSION BUCKETS	
11112 BLUE360 MEDIA, LLC											
						1,827.81					
201008 CHECK DATE: 01/05/2021		12/15/2020	10253671	01052021	97194	225.68	12/16/2020	INV	PD	11/20 CA Vehicle Code Han	
6387 BRIT WEST SOCCER											
1372 CHECK DATE: 01/05/2021		12/09/2020	10253401	01052021	97195	4,276.30	12/09/2020	INV	PD	FALL2020 SOCCER BRIT WEST	
12270 BROXTERMANN, THOMAS J.											
Y126627 CHECK DATE: 01/05/2021		11/25/2020	10253468	01052021	97196	297.00	12/10/2020	INV	PD	williams stc training	
4075 CALIFA GROUP											
4159 CHECK DATE: 01/05/2021		12/11/2020	10253542	01052021	97197	18,563.49	12/11/2020	INV	PD	ELECTRONIC RESOURCES	
531 CALIFORNIA DEPARTMENT OF FOOD & AGRICULT											
4QUARTER2020 CHECK DATE: 01/05/2021		12/17/2020	10253783	01052021	97198	836.00	12/17/2020	INV	PD	DOF FOOD&ARG 4QUARTER2020	

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	
6104 CALIFORNIA TRANSIT ASSOCIATION											
10589		12/12/2020	10253557	01052021	97199	2,000.00	12/12/2020	INV	PD	MEMBERSHIP DUES JOYCE RO	
CHECK DATE: 01/05/2021											
577 CALIFORNIA WATER SERVICE											
2754759120-11-23		12/16/2020	10253759	01052021	97200	4,450.06	12/16/2020	INV	PD	MBB 10/7 through 11/4/20	
CHECK DATE: 01/05/2021											
594 CANON FINANCIAL SERVICES, INC.											
22138688		12/15/2020	10253597	01052021	97201	1,202.89	12/15/2020	INV	PD	COPIER LEASE PAYMENT	
CHECK DATE: 01/05/2021											
8810 CANON SOLUTIONS AMERICA, INC.											
4034693038		12/15/2020	10253598	01052021	97202	181.05	12/15/2020	INV	PD	MAINTENANCE COPIER	
CHECK DATE: 01/05/2021											
4034693043		12/15/2020	10253599	01052021	97202	19.01	12/15/2020	INV	PD	MAINTENANCE COPIER	
CHECK DATE: 01/05/2021											
4034693042		12/15/2020	10253600	01052021	97202	177.08	12/15/2020	INV	PD	MAINTENANCE COPIER	
CHECK DATE: 01/05/2021											
4034693041		12/15/2020	10253601	01052021	97202	98.34	12/15/2020	INV	PD	MAINTENANCE COPIER	
CHECK DATE: 01/05/2021											
4034693040		12/15/2020	10253602	01052021	97202	20.34	12/15/2020	INV	PD	MAINTENANCE COPIER	
CHECK DATE: 01/05/2021											
4034693039		12/15/2020	10253603	01052021	97202	73.78	12/15/2020	INV	PD	MAINTENANCE COPIER	
CHECK DATE: 01/05/2021											
						569.60					
705 CITY OF REDONDO BEACH											
12/11/2020		12/11/2020	10253734	01052021	97203	274,424.24	12/16/2020	INV	PD	WC 11/13/2020 - 12/10/202	
CHECK DATE: 01/05/2021											
725 CLEAN ENERGY											
CE12351316	5033	12/12/2020	10253560	01052021	97204	8,587.83	12/12/2020	INV	PD	LAX & TORRANCE CNG USAGE	
CHECK DATE: 01/05/2021											
729 CLEARY, DIANE											
7095		12/08/2020	10253594	01052021	97205	997.50	12/14/2020	INV	PD	CITY COUNCIL MEETING- 11-	
CHECK DATE: 01/05/2021											
11907 COBRA-ADVANTAGE ADMINISTRATORS											
125587		11/30/2020	10253729	01052021	97206	410.00	12/16/2020	INV	PD	FSA PARTICIPANT FEES NOVE	
CHECK DATE: 01/05/2021											
772 COM-GRAF, INC.											
2090		12/10/2020		01052021	97207	648.77	12/14/2020	INV	PD	BLUE CERTIFICATION FOLDER	
CHECK DATE: 01/05/2021											

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	
784 COMPLETES PLUS											
01AP5231		12/10/2020	10253712	01052021	97208	119.81	12/10/2020	INV	PD	W0683-14 BRAKE PADS	
CHECK DATE: 01/05/2021											
01AP0799		12/10/2020	10253465	01052021	97208	45.07	12/10/2020	INV	PD	W0402-11 BRAKE PADS	
CHECK DATE: 01/05/2021											
01AP2315		12/10/2020	10253440	01052021	97208	55.13	12/10/2020	INV	PD	W0403-09 WHEEL CYLINDERS	
CHECK DATE: 01/05/2021											
						220.01					
842 COUNTY OF LOS ANGELES											
CFM2020		12/09/2020	10253396	01052021	97209	840.00	12/09/2020	INV	PD	CFM2020 COUNTY OF LA FARM	
CHECK DATE: 01/05/2021											
5017 CURRIE, GRANT											
9/1/20		09/01/2020	10253749	01052021	97210	300.00	12/16/2020	INV	PD	FIRE - CHIEF OFFICER 3D	
CHECK DATE: 01/05/2021											
954 DELL MARKETING L.P.											
10440757170		12/15/2020	10253595	01052021	97211	296.80	12/15/2020	INV	PD	DELL 24 TOUCH MONITOR	
CHECK DATE: 01/05/2021											
971 DEPARTMENT OF JUSTICE											
482757		12/03/2020	10253731	01052021	97212	32.00	12/16/2020	INV	PD	LIVESCANS NOVEMBER 2020	
CHECK DATE: 01/05/2021											
12283 DEVIL MOUNTAIN WHOLESALE NURSERY											
7102687		12/10/2020	10253703	01052021	97213	711.75	12/10/2020	INV	PD	PURCHASES TREES	
CHECK DATE: 01/05/2021											
10748 DOUG & SONS PEST CONTROL											
16238		12/10/2020	10253445	01052021	97214	165.00	12/10/2020	INV	PD	MAIN LIBRARY BAIT STATION	
CHECK DATE: 01/05/2021											
16288		12/16/2020	10253720	01052021	97214	45.00	12/16/2020	INV	PD	FIRE STATION 2 BAIT STATI	
CHECK DATE: 01/05/2021											
						210.00					
1055 EASY READER											
ER20090309		12/17/2020	10253768	01052021	97215	475.00	12/17/2020	INV	PD	1/2 PAGE VERTICAL	
CHECK DATE: 01/05/2021											
ER20100833		12/17/2020	10253769	01052021	97215	475.00	12/17/2020	INV	PD	AD IN ER/BEACH DIRECT MAI	
CHECK DATE: 01/05/2021											
ER20121024		12/17/2020	10253770	01052021	97215	475.00	12/17/2020	INV	PD	AD IN EASY/BEACH DIRECT M	
CHECK DATE: 01/05/2021											
						1,425.00					
1093 EMERGENCY SPECIALIST PHY MED ASSOC, INC.											

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
T333682636 CHECK DATE: 01/05/2021		11/30/2020	10253746	01052021	97216	691.00	12/16/2020	INV	PD	WC FIRST AID 10/5/2020 JO	
1145 EXCEL PAVING COMPANY											
12-26300 CHECK DATE: 01/05/2021	4769	12/15/2020	10253623	01052021	97217	377,664.19	01/05/2021	INV	PD	ResidentialStRehabCycle2P	
9987 EXCELSIOR ELEVATOR											
26002 CHECK DATE: 01/05/2021		12/10/2020	10253463	01052021	97218	2,600.00	12/10/2020	INV	PD	180 N HARBOR PRESSURE TES	
1176 FEDERAL EXPRESS CORPORATION											
7-195-48966 CHECK DATE: 01/05/2021		11/27/2020	10252970	01052021	97219	32.20	01/11/2021	INV	PD	SHIPPING FEES FOR WARANTY	
7-195-88105 CHECK DATE: 01/05/2021		12/15/2020	10253670	01052021	97219	6.66	12/16/2020	INV	PD	11/20 Shipping Charges	
7-202-46403 CHECK DATE: 01/05/2021		12/04/2020	10253649	01052021	97219	5.55	01/05/2021	INV	PD	OVERNIGHT SERVICES 11/24/	
						44.41					
11966 FRANCIS, JESSE											
12/3/2020 CHECK DATE: 01/05/2021		12/03/2020	10253748	01052021	97220	1,500.00	12/16/2020	INV	PD	COMPUTER LOAN 9510	
10825 FRANCO AUTO UPHOLSTERY											
14009 CHECK DATE: 01/05/2021		12/10/2020	10253704	01052021	97221	300.00	12/10/2020	INV	PD	WO241-09 REUPHOLSTERY SEA	
7275 FRANKLIN HILL GROUP											
#21 CHECK DATE: 01/05/2021	4711	12/12/2020	10253556	01052021	97222	3,300.00	12/12/2020	INV	PD	TRIP SAMPLING PLAN FOR NT	
12274 FRILOT, SANDRA											
SANDRA FRILOT CHECK DATE: 01/05/2021		12/02/2020	10253033	01052021	97223	110.00	01/02/2021	INV	PD	REFUND FOR PARKING METER	
10191 FRONTIER											
12282020-1172 CHECK DATE: 01/05/2021		12/15/2020	10253612	01052021	97224	2,509.01	12/15/2020	INV	PD	41 BUSINESS LINE-MEASURED	
12222020-7167 CHECK DATE: 01/05/2021		12/15/2020	10253613	01052021	97224	153.64	12/15/2020	INV	PD	2 DDS SPECIAL ACCESS LINE	
1222020-2361 CHECK DATE: 01/05/2021		12/15/2020	10253614	01052021	97224	228.55	12/15/2020	INV	PD	4 BUSINESS LINE-MEASURED	
12222020-3990 CHECK DATE: 01/05/2021		12/15/2020	10253615	01052021	97224	51.68	12/15/2020	INV	PD	REMOTE CALL	
12282020-0930		12/15/2020	10253616	01052021	97224	118.33	12/15/2020	INV	PD	2 DDS SPECIAL ACCESS LINE	

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 01/05/2021										
1289 GALLS INCORPORATED						3,061.21				
017081691		12/11/2020	10253528	01052021	97225	137.39	12/11/2020	INV	PD	AKER BATON RINGS
CHECK DATE: 01/05/2021										
017067493		12/11/2020	10253529	01052021	97225	323.45	12/11/2020	INV	PD	RIOT BATONS
CHECK DATE: 01/05/2021										
017087455		12/11/2020	10253530	01052021	97225	607.42	12/11/2020	INV	PD	SWAT UNIFORMS AND MACE CA
CHECK DATE: 01/05/2021										
017076998		12/11/2020	10253531	01052021	97225	792.61	12/11/2020	INV	PD	police equipment
CHECK DATE: 01/05/2021										
1300 GAS COMPANY, THE						1,860.87				
06964443334-12-4		12/16/2020	10253760	01052021	97226	5,484.46	12/16/2020	INV	PD	ESPLANADE 10/28 THROUGH 1
CHECK DATE: 01/05/2021										
9598 GENERAL INDUSTRIAL TOOL AND SUPPLY										
1181627-01		12/10/2020	10253464	01052021	97227	485.47	12/10/2020	INV	PD	SEWER TOOL BOX
CHECK DATE: 01/05/2021										
11301 GILLIS & PANICHAPAN ARCHITECTS, INCORPORATED										
107814J	4258	12/01/2020	10253377	01052021	97228	2,223.50	01/05/2021	INV	PD	Engr&DesignSvc.CC Chambe
CHECK DATE: 01/05/2021										
107814J-A	5072	12/01/2020	10253378	01052021	97228	300.00	01/05/2021	INV	PD	CO3.CCChamberImpvmnts.Ref
CHECK DATE: 01/05/2021										
9412 GREENSTREET AUTO SPA						2,523.50				
202011		12/10/2020	10253496	01052021	97229	254.25	12/10/2020	INV	PD	OC/NOV 2020 CAR WASHES
CHECK DATE: 01/05/2021										
7744 HADRONEX										
17034	2658	12/08/2020	10253374	01052021	97230	64,860.00	01/05/2021	INV	PD	C1010-079-2 SMART MANHOLE
CHECK DATE: 01/05/2021										
12278 HAMMONDS, CARLA										
CARLA HAMMONDS		11/20/2020	10253517	01052021	97231	78.80	12/20/2020	INV	PD	REIMBURSEMENT FOR GLOVES
CHECK DATE: 01/05/2021										
CARLA HAMMONDS-1		11/12/2020	10253518	01052021	97231	39.40	12/12/2020	INV	PD	REIMBURSEMENT FOR MSO GLO
CHECK DATE: 01/05/2021										
CARLA HAMMONDS-2		11/18/2020	10253519	01052021	97231	39.40	12/18/2020	INV	PD	REIMBURSEMENT FOR MSO GLO
CHECK DATE: 01/05/2021										
10706 HEDGE, JR., M.D., THOMAS L.						157.60				

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1878		12/15/2020	10253688	01052021	97232	700.00	12/16/2020	INV	PD	11/20 Cassidy Medical Exp
CHECK DATE: 01/05/2021										
11208 HMAN DESIGN & CONSTRUCTION, INC.										
2610-183REFUND		12/17/2020	10253771	01052021	97233	3,000.00	12/17/2020	INV	PD	DEMO REFUND FOR 2610 183R
CHECK DATE: 01/05/2021										
1505 HOLLYWOOD RIVIERA CAR WASH										
HWRW1020		12/16/2020	10253718	01052021	97234	390.99	12/16/2020	INV	PD	CAR WASH OCT 2020
CHECK DATE: 01/05/2021										
HWRW1120		12/16/2020	10253719	01052021	97234	92.94	12/16/2020	INV	PD	CAR WASH NOV. 2020
CHECK DATE: 01/05/2021										
12202 HP COMMUNICATIONS INC.										
PERMIT # E-6905		03/06/2020	10253702	01052021	97235	1,000.00	01/05/2021	INV	PD	Refund Permit #E-6905, Re
CHECK DATE: 01/05/2021										
PERMIT #E-6901		03/06/2020	10253625	01052021	97235	722.00	01/05/2021	INV	PD	Refund Permit #E-6901, Rec
CHECK DATE: 01/05/2021										
12059 IDS GROUP, INC.										
19X016.01-2	4898	11/30/2020	10253525	01052021	97236	11,580.20	01/05/2021	INV	PD	On-Call.HVACPropAssess.Rp
CHECK DATE: 01/05/2021										
1566 INDUSTRIAL LOCK & SECURITY, INC.										
58193		12/11/2020	10253532	01052021	97237	63.27	12/11/2020	INV	PD	PADLOCK
CHECK DATE: 01/05/2021										
11952 INSIGHT DIRECT USA, INC.										
1100792585		12/15/2020	10253605	01052021	97238	3,212.35	12/15/2020	INV	PD	SONICWALL ADVANCED GATEWA
CHECK DATE: 01/05/2021										
8090 INTEGRATED MEDIA SYSTEMS										
46204	4490	12/14/2020	10253563	01052021	97239	4,399.20	12/14/2020	INV	PD	BID#1819-002 AUDIO-VISUAL
CHECK DATE: 01/05/2021										
46205	5030	12/14/2020	10253564	01052021	97239	19,356.00	12/14/2020	INV	PD	LIBRARY VIDEOCONFERENCE A
CHECK DATE: 01/05/2021										
46214	4502	12/14/2020	10253565	01052021	97239	8,500.00	12/14/2020	INV	PD	CITY COUNCIL CHAMBER AND
CHECK DATE: 01/05/2021										
46241	4502	12/14/2020	10253566	01052021	97239	75,287.08	12/14/2020	INV	PD	CITY COUNCIL CHAMBER AND
CHECK DATE: 01/05/2021										
46254	4502	12/14/2020	10253568	01052021	97239	4,000.00	12/14/2020	INV	PD	CITY COUNCIL CHAMBER AND
CHECK DATE: 01/05/2021										
12212 INVENTECH MARINE SOLUTIONS										

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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
2018	5130	12/16/2020	10253779	01052021	97240	20,303.36	12/17/2020	INV	PD	Safe Boat Collar	
CHECK DATE: 01/05/2021											
7956 IPS GROUP, INC.											
55598		12/01/2020	10253493	01052021	97241	417.40	12/31/2020	INV	PD	REPAIR FOR IPS PARKING ME	
CHECK DATE: 01/05/2021											
55131		11/23/2020	10253489	01052021	97241	409.88	12/23/2020	INV	PD	REPAIR SERVICES FOR IPS P	
CHECK DATE: 01/05/2021											
55583		11/30/2020	10253491	01052021	97241	214.99	12/30/2020	INV	PD	REPAIR SERVICES FOR IPS P	
CHECK DATE: 01/05/2021											
55247	5029	11/30/2020	10253450	01052021	97241	5,598.84	12/30/2020	INV	PD	IPS Smart Meter Transacti	
CHECK DATE: 01/05/2021											
54489	5029	10/31/2020	10253476	01052021	97241	6,120.60	11/30/2020	INV	PD	IPS Smart Meter Transacti	
CHECK DATE: 01/05/2021											
54217		10/22/2020	10253477	01052021	97241	627.85	11/21/2020	INV	PD	REPAIR FOR IPS PARKING ME	
CHECK DATE: 01/05/2021											
54279		10/26/2020	10253478	01052021	97241	104.37	11/25/2020	INV	PD	REPAIR SERVICE FOR IPS ME	
CHECK DATE: 01/05/2021											
54361		10/29/2020	10253479	01052021	97241	512.48	11/28/2020	INV	PD	REPAIR SERVICES FOR IPS P	
CHECK DATE: 01/05/2021											
54384		10/30/2020	10253480	01052021	97241	506.23	11/29/2020	INV	PD	REPAIR SERVICES FOR IPS P	
CHECK DATE: 01/05/2021											
54861		11/05/2020	10253481	01052021	97241	208.74	12/05/2020	INV	PD	REPAIR SERVICES FOR IPS P	
CHECK DATE: 01/05/2021											
54911		11/09/2020	10253482	01052021	97241	65.91	12/09/2020	INV	PD	IPS MAINTENANCE DIAGNOSTI	
CHECK DATE: 01/05/2021											
54961		11/12/2020	10253483	01052021	97241	227.48	12/12/2020	INV	PD	REPAIR SERVICES FOR IPS M	
CHECK DATE: 01/05/2021											
55004		11/13/2020	10253485	01052021	97241	307.49	12/13/2020	INV	PD	REPAIR SERVICES FOR IPS P	
CHECK DATE: 01/05/2021											
55061		11/20/2020	10253487	01052021	97241	313.11	12/20/2020	INV	PD	REPAIR SERVICES FOR IPS P	
CHECK DATE: 01/05/2021											
						15,635.37					
8361 iwATER, INC.											
8949	231	12/01/2020	10253618	01052021	97242	2,500.00	01/05/2021	INV	PD	C1106-51 SEWER MAINT RECO	
CHECK DATE: 01/05/2021											
7726 J & S STRIPING											
11368	3697	12/10/2020	10253526	01052021	97243	24,114.66	01/05/2021	INV	PD	CitywideTrafficStriping&M	
CHECK DATE: 01/05/2021											
12209 J.S. HELD LLC											
1168072		12/15/2020	10253687	01052021	97244	11,194.00	12/16/2020	INV	PD	11/20 Cassidy Legal Fees	
CHECK DATE: 01/05/2021											
11296 JOE MAR POLYGRAPH & INVESTIGATION											
2020-11-006		12/16/2020	10253742	01052021	97245	200.00	12/16/2020	INV	PD	RECRUIT- APPLICANT KAPILA	
CHECK DATE: 01/05/2021											
2020-11-09-009		12/16/2020	10253740	01052021	97245	200.00	12/16/2020	INV	PD	POLICE RECRUIT- HECTOR AN	

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
CHECK DATE: 01/05/2021										
11868 JOHNSON CONTROLS FIRE PROTECTION LP						400.00				
22013077		12/14/2020	10253580	01052021	97246	892.41	12/14/2020	INV	PD	FIRE ALARM MONITORING - 2
CHECK DATE: 01/05/2021										
3585 JONES, NANCY										
NOVEMBER2020		12/09/2020	10253400	01052021	97247	1,579.00	12/09/2020	INV	PD	FARMERMARKET MANAGER NOVE
CHECK DATE: 01/05/2021										
1695 JUST REWARDS										
2012.034		12/12/2020	10253559	01052021	97248	59.50	12/12/2020	INV	PD	CHEESECAKE FACTORY GIFT C
CHECK DATE: 01/05/2021										
1718 KOA CORPORATION										
JC06144-2	4781	11/30/2020	10253388	01052021	97249	11,252.50	01/05/2021	INV	PD	VariousCIPs.ConstrMgmt&In
CHECK DATE: 01/05/2021										
8444 KRONOS										
11692151		12/02/2020	10253588	01052021	97250	1,093.77	01/05/2021	INV	PD	01/21-03/21 WF TELESTAFF
CHECK DATE: 01/05/2021										
11752 LANGSDALE, DEBRA										
DEBRA LANGSDALE		11/14/2020	10253516	01052021	97251	60.18	12/14/2020	INV	PD	GLOVES FOR MUNICIPAL SERV
CHECK DATE: 01/05/2021										
9083 LAZ PARKING CALIFORNIA, LLC										
INV0113134	4942	12/09/2020	10253716	01052021	97252	2,279.00	12/16/2020	INV	PD	ANNUAL PARKING SERVICES W
CHECK DATE: 01/05/2021										
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
241174		12/15/2020	10253695	01052021	97253	2,625.00	12/16/2020	INV	PD	11/20 Bandy Legal Fees
CHECK DATE: 01/05/2021										
241165		12/15/2020	10253696	01052021	97253	1,950.00	12/16/2020	INV	PD	11/20 Shrum Legal Fees
CHECK DATE: 01/05/2021										
241164		12/15/2020	10253697	01052021	97253	1,862.50	12/16/2020	INV	PD	11/20 General Legal Fees
CHECK DATE: 01/05/2021										
241170		12/15/2020	10253698	01052021	97253	25.00	12/16/2020	INV	PD	11/20 Hennessey's Tavern-
CHECK DATE: 01/05/2021										
241169		12/15/2020	10253699	01052021	97253	2,575.00	12/16/2020	INV	PD	11/20 Hennessey's Tavern
CHECK DATE: 01/05/2021										
9073 LESLIE SCOTT CONSULTING						9,037.50				
RB 11 - 2020	4717	12/12/2020	10253558	01052021	97254	13,260.00	12/12/2020	INV	PD	TRANSIT TECHNICAL ASSISTA

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 01/05/2021										
1887 LIFE ASSIST, INC.										
1055240		12/03/2020	10253589	01052021	97255	51.25	01/05/2021	INV	PD	PARAMEDIC SUPPLIES
CHECK DATE: 01/05/2021										
1056459		12/07/2020	10253590	01052021	97255	1,851.97	01/05/2021	INV	PD	PARAMEDIC SUPPLIES
CHECK DATE: 01/05/2021										
1942 LOS ANGELES COUNTY DEPARTMENT										
SA210000102		09/30/2020	10253370	01052021	97256	11,256.48	01/05/2021	INV	PD	Billing Period7/1/2019-6/
CHECK DATE: 01/05/2021										
SA210000225		12/03/2020	10253371	01052021	97256	549.38	01/05/2021	INV	PD	Catch Basin Cleanout July
CHECK DATE: 01/05/2021										
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
210661BL	5074	11/13/2020	10253471	01052021	97257	762.97	12/10/2020	INV	PD	LA County Food Service In
CHECK DATE: 01/05/2021										
11274 LUCCI AND ASSOCIATES, INC.										
20127A	5068	09/16/2020	10253379	01052021	97258	12,440.00	01/05/2021	INV	PD	OnCallContractTasks Redon
CHECK DATE: 01/05/2021										
11373 M1SK										
4RBPDI2112020		12/11/2020	10253527	01052021	97259	1,050.00	12/11/2020	INV	PD	UNIFORM HATS
CHECK DATE: 01/05/2021										
10274 MACKAY METERS, INC.										
1057982	4950	12/16/2020	10253762	01052021	97260	2,782.00	12/16/2020	INV	PD	Mackay Parking Meter Equi
CHECK DATE: 01/05/2021										
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
690434		12/15/2020	10253674	01052021	97261	60.00	12/16/2020	INV	PD	10/20 Palenciaarchila Leg
CHECK DATE: 01/05/2021										
690430		12/15/2020	10253675	01052021	97261	6,874.10	12/16/2020	INV	PD	10/20 Piar Legal Fees
CHECK DATE: 01/05/2021										
690431		12/15/2020	10253676	01052021	97261	2,658.98	12/16/2020	INV	PD	10/20 Carlson Legal Fees
CHECK DATE: 01/05/2021										
690429		12/15/2020	10253677	01052021	97261	1,367.90	12/16/2020	INV	PD	10/20 Padilla Legal Fees
CHECK DATE: 01/05/2021										
690432		12/15/2020	10253678	01052021	97261	550.30	12/16/2020	INV	PD	10/20 Pyle Legal Fees
CHECK DATE: 01/05/2021										
690435		12/15/2020	10253679	01052021	97261	3,091.00	12/16/2020	INV	PD	10/20 Daniel Smith Legal
CHECK DATE: 01/05/2021										
690433		12/15/2020	10253680	01052021	97261	1,233.50	12/16/2020	INV	PD	10/20 Brannis Legal Fees
CHECK DATE: 01/05/2021										
690414		12/15/2020	10253681	01052021	97261	8,052.60	12/16/2020	INV	PD	10/20 Acosta Legal Fees

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 01/05/2021						23,888.38				
2038 MARINE TECH ENGINEERING, INC.										
3565		12/10/2020	10253708	01052021	97262	3,699.12	12/10/2020	INV	PD	REMOVAL OF HAND LAUNCH DO
CHECK DATE: 01/05/2021										
12272 MAROSI MERCURY INS. ASO										
10/12/2020		10/12/2020	10253755	01052021	97263	2,033.81	12/16/2020	INV	PD	SUBROGATION - PETER MAROS
CHECK DATE: 01/05/2021										
2080 MC KEEGAN, ROBERT										
FALL2020		12/09/2020	10253395	01052021	97264	2,478.00	12/09/2020	INV	PD	FALL2020 TENNIS 56500-12
CHECK DATE: 01/05/2021										
2084 MCCUNE & HARBER, LLP.										
103645		12/15/2020	10253690	01052021	97265	3,519.45	12/16/2020	INV	PD	10/20 Gray Legal Fees
CHECK DATE: 01/05/2021										
104089		12/15/2020	10253683	01052021	97265	172.05	12/16/2020	INV	PD	11/20 Morales Legal Fees
CHECK DATE: 01/05/2021										
104088		12/15/2020	10253684	01052021	97265	194.45	12/16/2020	INV	PD	11/20 Mark Sean Legal Fee
CHECK DATE: 01/05/2021										
104090		12/15/2020	10253685	01052021	97265	113.50	12/16/2020	INV	PD	11/20 Abrahams Legal Fees
CHECK DATE: 01/05/2021										
104092		12/15/2020	10253686	01052021	97265	247.50	12/16/2020	INV	PD	11/20 General Legal Fees
CHECK DATE: 01/05/2021						4,246.95				
9957 MICHAEL BAKER INTERNATIONAL, INC.										
1101085	5131	11/24/2020	10253387	01052021	97266	9,127.70	01/05/2021	INV	PD	Aviation-ArtesiaNBRtTurnL
CHECK DATE: 01/05/2021										
7177 MICHEL & ASSOCIATES, P.C.										
6524QB/9284TS		12/15/2020	10253691	01052021	97267	3,814.34	12/16/2020	INV	PD	10/20 Quinn Legal Fees
CHECK DATE: 01/05/2021										
6526QB/9282TS		12/15/2020	10253692	01052021	97267	1,529.35	12/16/2020	INV	PD	10/20 Magalnic Legal Fees
CHECK DATE: 01/05/2021										
6525QB/9281TS		12/15/2020	10253693	01052021	97267	2,268.25	12/16/2020	INV	PD	10/20 Haroldson Legal Fee
CHECK DATE: 01/05/2021										
6527QB/9280TS		12/15/2020	10253694	01052021	97267	2,670.45	12/16/2020	INV	PD	10/20 Epple Legal Fees
CHECK DATE: 01/05/2021						10,282.39				
4621 MITCHELL1										
25292150		12/10/2020	10253494	01052021	97268	2,365.82	12/10/2020	INV	PD	AUTOMOTIVE REPAIRS SOFTWA
CHECK DATE: 01/05/2021										
2172 MOBILE MINI LLC										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9009485671 CHECK DATE: 01/05/2021 6080 MOFFATT & NICHOL		12/18/2020	10253787	01052021	97269	139.12	12/18/2020	INV	PD	HOMELESS COURT RENTAL 11/
00756651 CHECK DATE: 01/05/2021 11239 MORALES, LETICIA	3712	12/07/2020	10253385	01052021	97270	27,000.00	01/05/2021	INV	PD	Municipal&SportFishingTim
12/16/2020 CHECK DATE: 01/05/2021 6445 NOBLE CONSULTANTS, INC.		12/16/2020	10253739	01052021	97271	60.00	12/16/2020	INV	PD	REIMBURSEMENT- COSTCO PD
2020196 CHECK DATE: 01/05/2021 4796 OCCU-MED, LTD.	2856	12/04/2020	10253382	01052021	97272	1,439.00	01/05/2021	INV	PD	C-1411-131 SSLagoon/BoatL
0121900.2 CHECK DATE: 01/05/2021		11/30/2020	10253738	01052021	97273	4,734.48	12/16/2020	INV	PD	PD PHYSICALS - NOVEMBER 2
0121900 CHECK DATE: 01/05/2021		11/30/2020	10253741	01052021	97274	656.83	12/16/2020	INV	PD	ADDITIONAL PHYSICALS NOVE
7131 OCHOA, IGNACIO						5,391.31				
0308503 CHECK DATE: 01/05/2021		12/09/2020	10253398	01052021	97275	135.00	12/09/2020	INV	PD	SAILING BOTTOM BOATS CLEA
0308504 CHECK DATE: 01/05/2021		12/09/2020	10253399	01052021	97275	160.00	12/09/2020	INV	PD	SAILING BOTTOM OF BOATS C
2324 OFFICE DEPOT						295.00				
131283126001 CHECK DATE: 01/05/2021		10/21/2020	10252980	01052021	97276	140.31	11/20/2020	INV	PD	CBO TRAILER OFFICE SUPPLI
131522675001 CHECK DATE: 01/05/2021		10/21/2020	10252982	01052021	97276	9.80	11/20/2020	INV	PD	CBO OFFICE SUPPLIES
131522673001 CHECK DATE: 01/05/2021		10/20/2020	10252983	01052021	97276	14.22	11/20/2020	INV	PD	SRO OFFICE SUPPLIES
137682501001 CHECK DATE: 01/05/2021		11/17/2020	10252987	01052021	97276	68.97	12/18/2020	INV	PD	OFFICE SUPPLIES FOR PARKI
138820068001 CHECK DATE: 01/05/2021		11/24/2020	10253028	01052021	97276	195.17	12/25/2020	INV	PD	OFFICE SUPPLIES FOR PARKI
131522671001 CHECK DATE: 01/05/2021		10/30/2020	10253029	01052021	97276	41.05	12/04/2020	INV	PD	CBO TRAILER OFFICE SUPPLI
133021108001 CHECK DATE: 01/05/2021		10/29/2020	10253030	01052021	97276	40.50	12/04/2020	INV	PD	CBO OFFICE SUPPLIES
131522679001 CHECK DATE: 01/05/2021		10/21/2020	10253031	01052021	97276	37.22	11/20/2020	INV	PD	CBO OFFICE SUPPLIES
137538756001 CHECK DATE: 01/05/2021		11/20/2020	10253443	01052021	97276	38.31	12/25/2020	INV	PD	CBO OFFICE SUPPLIES

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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
138502742001		12/15/2020	10253596	01052021	97276	197.09	12/15/2020	INV	PD	CHAIR
CHECK DATE:	01/05/2021									
141254299001		12/07/2020	10253617	01052021	97276	139.08	01/05/2021	INV	PD	Office supplies for Engin
CHECK DATE:	01/05/2021									
139262521001		12/01/2020	10253733	01052021	97276	16.41	12/16/2020	INV	PD	OFFICE SUPPLIES 01-DEC-20
CHECK DATE:	01/05/2021									
141667282001		12/17/2020	10253767	01052021	97276	275.22	12/17/2020	INV	PD	PAPER FOR COPIER
CHECK DATE:	01/05/2021									
139262520002		11/30/2020	10253732	01052021	97277	24.30	12/16/2020	INV	PD	OFFICE SUPPLIES 30-NOV-20
CHECK DATE:	01/05/2021									
9316 ONWARD ENGINEERING						1,237.65				
5542	3977	12/07/2020	10253522	01052021	97278	7,420.00	01/05/2021	INV	PD	Design&ROWSvcs-InglewoodA
CHECK DATE:	01/05/2021									
5541	5036	12/07/2020	10253376	01052021	97278	10,456.00	01/05/2021	INV	PD	TorranceResurf-PCHtoProsp
CHECK DATE:	01/05/2021									
8881 OVERLAND, PACIFIC, AND CUTLER, INC.						17,876.00				
2010100	3042	10/31/2020	10253523	01052021	97279	285.00	01/05/2021	INV	PD	ArtesiaAviationRtTurnLn.4
CHECK DATE:	01/05/2021									
2011026	3042	11/30/2020	10253524	01052021	97279	162.50	01/05/2021	INV	PD	ArtesiaAviationRtTurnLn.4
CHECK DATE:	01/05/2021									
10315 PACIFIC ADVANCED CIVIL ENGINEERING, INC.						447.50				
4463	3606	11/30/2020	10253386	01052021	97280	4,000.00	01/05/2021	INV	PD	P&S.SewerPumpStations.Rin
CHECK DATE:	01/05/2021									
9648 PACIFIC ARCHITECTURE AND ENGINEERING										
10082-03	5042	12/07/2020	10253373	01052021	97281	5,123.50	01/05/2021	INV	PD	ArchConstrAdmSvcs.Transit
CHECK DATE:	01/05/2021									
2408 PV VILLAGE PET HOSPITAL										
708306		12/03/2020	10253444	01052021	97282	10.00	01/03/2021	INV	PD	EUTHANIZATION AND CARE OF
CHECK DATE:	01/05/2021									
708305		12/03/2020	10253446	01052021	97282	10.00	01/03/2021	INV	PD	EUTHANIZATION OF SMALL AN
CHECK DATE:	01/05/2021									
708132		11/30/2020	10253447	01052021	97282	10.00	12/30/2020	INV	PD	EUTHANIZATION OF SMALL AN
CHECK DATE:	01/05/2021									
10521 PLACEWORKS						30.00				
73966	3751	11/30/2020	10253648	01052021	97283	6,060.00	01/05/2021	INV	PD	11/2020 GENERAL PLAN UPDA
CHECK DATE:	01/05/2021									
8793 PLUGGE, AARON										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
11/19/2020 CHECK DATE: 01/05/2021 2487 PLUMBER'S DEPOT		12/16/2020	10253744	01052021	97284	44.40	12/16/2020	INV	PD	REIMBURSEMENT FOR GAS- PL
PD-46993 CHECK DATE: 01/05/2021 2512 PRAXAIR	5119	12/18/2020	10253786	01052021	97285	25,763.13	12/18/2020	INV	PD	REPAIRS TO VACTOR TRUCK C
60219436 CHECK DATE: 01/05/2021 8146 PROVIDENCE LCM TORRANCE		11/22/2020	10253591	01052021	97286	149.66	01/05/2021	INV	PD	SCBA CYLINDER RENTAL
76200100419501 CHECK DATE: 01/05/2021 2548 PRUDENTIAL OVERALL SUPPLY		12/02/2020	10253745	01052021	97287	695.00	12/16/2020	INV	PD	WC FIRST AID 10/5/2020 JO
42576391 CHECK DATE: 01/05/2021 12198 PUB CONSTRUCTION, INC.		12/03/2020	10253592	01052021	97288	37.84	01/05/2021	INV	PD	FS2 MATS/DEL#40419014
Invoice #003 CHECK DATE: 01/05/2021 12257 RACE COMMUNICATIONS	5045	12/14/2020	10253611	01052021	97289	63,262.87	01/05/2021	INV	PD	CCChamberImprvmnts.20560
RC434000 CHECK DATE: 01/05/2021 2615 RECORDED BOOKS LLC		12/14/2020	10253573	01052021	97290	3,311.10	12/14/2020	INV	PD	2GB DEDICATED INTERNET AC
76716504 CHECK DATE: 01/05/2021 12273 RIVAS, JESUS		12/03/2020	10253543	01052021	97291	1,642.50	12/11/2020	INV	PD	ELECTRONIC RESOURCES
JESUS RIVAS CHECK DATE: 01/05/2021 11921 ROYER, P.E., DAVID		12/02/2020	10253032	01052021	97292	110.00	01/02/2021	INV	PD	REFUND FOR PARKING METER
2020-020 CHECK DATE: 01/05/2021 11552 SABERI & ASSOCIATES, INC.		12/15/2020	10253689	01052021	97293	525.00	12/16/2020	INV	PD	11/20 Cassidy Engineering
J20-9-547C CHECK DATE: 01/05/2021 3855 SAMURAI ACTION STUDIO	4837	12/04/2020	10253384	01052021	97294	4,720.00	01/05/2021	INV	PD	TransitCntr.Design&Constr

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
FALL2020		12/09/2020	10253402	01052021	97295	610.40	12/09/2020	INV	PD	FALL2020 56103 56102 SAMU	
CHECK DATE: 01/05/2021											
3031 SC FUELS											
4484701	5137	12/15/2020	10253643	01052021	97296	18,613.74	12/15/2020	INV	PD	FUEL FOR CITY GAS PUMPS -	
CHECK DATE: 01/05/2021											
7910 SEQUOIA HORTICULTURAL PRODUCTS											
60316		12/10/2020	10253457	01052021	97297	4,730.40	12/10/2020	INV	PD	PARKS TREE SUPPLIES	
CHECK DATE: 01/05/2021											
11774 SHAFER, MARIA											
2020-049		12/04/2020	10253700	01052021	97298	212.50	12/14/2020	INV	PD	PREPARATION OF MINUTES -	
CHECK DATE: 01/05/2021											
2020-050		12/12/2020	10253730	01052021	97298	340.00	12/17/2020	INV	PD	PREPARATION OF MINUTES -P	
CHECK DATE: 01/05/2021											
						552.50					
8622 SHOETERIA											
0014010-IN		12/10/2020	10253499	01052021	97299	350.00	12/10/2020	INV	PD	TRAVIS HINK WORK BOOT VOU	
CHECK DATE: 01/05/2021											
9823 SHRED-IT USA LLC											
8180947494	5055	11/30/2020	10253647	01052021	97300	391.51	12/14/2020	INV	PD	PAPER SHREDDING SERVICE	
CHECK DATE: 01/05/2021											
6281 SISANTE, JEREMY											
9/23/2020		09/23/2020	10253750	01052021	97301	435.00	12/16/2020	INV	PD	FIRE - INSTRUCTOR I	
CHECK DATE: 01/05/2021											
10629 SITEONE LANDSCAPE SUPPLY											
105226118-001		12/16/2020	10253715	01052021	97302	255.44	12/16/2020	INV	PD	PARKS SUPPLIES SEED BLEND	
CHECK DATE: 01/05/2021											
8862 SONSRAY MACHINERY											
P38818-03		12/10/2020	10253711	01052021	97303	2,036.94	12/10/2020	INV	PD	W0360-03 BACK HOSE BUCKET	
CHECK DATE: 01/05/2021											
11214 SOUTH BAY CENTER SPE, LLC											
102820		12/12/2020	10253554	01052021	97304	3,083.53	12/12/2020	INV	PD	COMMON AREA CLEANING FEES	
CHECK DATE: 01/05/2021											
120720		12/12/2020	10253555	01052021	97304	3,083.53	12/12/2020	INV	PD	COMMON AREA CLEANING FEES	
CHECK DATE: 01/05/2021											
						6,167.06					
2990 SOUTH BAY FORD											

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
501432		12/10/2020	10253439	01052021	97305	816.75	12/10/2020	INV	PD	W0404 AUDIO DISPLAY	
CHECK DATE: 01/05/2021											
11928 SOUTH BAY PARKLAND CONSERVANCY											
INVOICES #7		11/04/2020	10253627	01052021	97306	3,020.00	01/05/2021	INV	PD	Habitat Management Servic	
CHECK DATE: 01/05/2021											
3016 SOUTHERN CALIFORNIA EDISON											
2-39-041-1593-11-28		12/15/2020	10253656	01052021	97307	252.64	12/15/2020	INV	PD	NELSON 10-23 THRU 11-23	
CHECK DATE: 01/05/2021											
2-39-041-2872-12-3		12/15/2020	10253652	01052021	97307	1,298.59	12/15/2020	INV	PD	ARTESIA/JUANITA 10-27 THR	
CHECK DATE: 01/05/2021											
2-39-050-2888-12-3		12/15/2020	10253653	01052021	97307	474.84	12/15/2020	INV	PD	GRANT CARNEGIE 10-12 THR	
CHECK DATE: 01/05/2021											
2-39-050-4033-12-2		12/15/2020	10253654	01052021	97307	457.80	12/15/2020	INV	PD	KINGSDALE 10-27 THRU 11-	
CHECK DATE: 01/05/2021											
						2,483.87					
9928 SOUTHERN CALIFORNIA FLEET SERVICES, INC.											
OC11601		12/10/2020	10253466	01052021	97308	2,132.31	12/10/2020	INV	PD	W0121-17 2017 PIERCE PUMP	
CHECK DATE: 01/05/2021											
3045 SPECIALTY DOORS											
50198S		12/10/2020	10253488	01052021	97309	676.97	12/10/2020	INV	PD	FIRE STATION 2 REAR LEFT	
CHECK DATE: 01/05/2021											
50199S		12/10/2020	10253486	01052021	97309	1,386.96	12/10/2020	INV	PD	FIRE STATION 2 LEFT REAR	
CHECK DATE: 01/05/2021											
						2,063.93					
3088 STATE WATER RESOURCES CONTROL BOARD											
SW-020555		12/08/2020	10253624	01052021	97310	22,475.00	01/05/2021	INV	PD	Billing Period 10/1/20-9/	
CHECK DATE: 01/05/2021											
12237 SUEZ WTS SERVICES USA, INC.											
900682102		12/01/2020	10253593	01052021	97311	168.63	01/05/2021	INV	PD	12/20 FS2 CYLINDER RENTAL	
CHECK DATE: 01/05/2021											
12287 SUNSHINE 11, LP											
12162020		12/17/2020	10253766	01052021	97312	21,000.00	12/17/2020	INV	PD	WILMINGTON HOUSING - RENT	
CHECK DATE: 01/05/2021											
9715 T2 SYSTEMS CANADA INC.											
IRIS0000079131	5136	11/30/2020	10253579	01052021	97313	25,740.00	12/16/2020	INV	PD	T2 SYSTEMS ANNUAL FEE FOR	
CHECK DATE: 01/05/2021											
6806 TALX UCM SERVICES, INC.											

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
2050177472 CHECK DATE: 01/05/2021		12/08/2020	10253743	01052021	97314	690.00	12/16/2020	INV	PD	UE CLAIMS MGMT NOV 2020
12179 TEAM ONE NETWORKING										
19508A CHECK DATE: 01/05/2021		12/14/2020	10253575	01052021	97315	875.00	12/14/2020	INV	PD	MRC-MONTHLY RECURRING CHA
10837 THE FELDHAKA LAW FIRM										
54585 CHECK DATE: 01/05/2021		12/15/2020	10253667	01052021	97316	2,279.53	12/16/2020	INV	PD	9/20 ICRMA Legal Fees
54629 CHECK DATE: 01/05/2021		12/15/2020	10253668	01052021	97316	227.50	12/16/2020	INV	PD	10/20 ICRMA Audit Letter
54675 CHECK DATE: 01/05/2021		12/15/2020	10253669	01052021	97316	1,267.50	12/16/2020	INV	PD	11/20 ICRMA Legal Fees
						3,774.53				
5851 THE SOHAGI GROUP, A PROFESSIONAL LAW GROUP										
16371 CHECK DATE: 01/05/2021		12/15/2020	10253672	01052021	97317	1,890.00	12/16/2020	INV	PD	10/20 Land Use Legal Fees
16420 CHECK DATE: 01/05/2021		12/15/2020	10253673	01052021	97317	2,940.00	12/16/2020	INV	PD	11/20 Land Use Legal Fees
						4,830.00				
71 TIME WARNER CABLE										
0679747120120 CHECK DATE: 01/05/2021		12/15/2020	10253608	01052021	97318	420.00	12/15/2020	INV	PD	DARK FIBER
0004790120620 CHECK DATE: 01/05/2021		12/15/2020	10253609	01052021	97318	5,577.52	12/15/2020	INV	PD	FIBER INTERNET 2GBPS
0962656112520 CHECK DATE: 01/05/2021		12/15/2020	10253610	01052021	97318	273.77	12/15/2020	INV	PD	ETHERNET INTRASTATE
0711235120120 CHECK DATE: 01/05/2021		12/16/2020	10253763	01052021	97318	420.00	12/16/2020	INV	PD	Spectrum Dark Fiber (200N
						6,691.29				
11361 TIREHUB, LLC										
17642258 CHECK DATE: 01/05/2021		12/10/2020	10253442	01052021	97319	427.06	12/10/2020	INV	PD	STOCK CAR TIRES
3216 TODDCO SWEEPING CO										
32325 CHECK DATE: 01/05/2021		12/01/2020	10253544	01052021	97320	432.00	12/11/2020	INV	PD	PARKING STRUCTURE CLEANIN
7130 TORRANCE AUTO REPAIR										
0166266 CHECK DATE: 01/05/2021		12/10/2020	10253441	01052021	97321	85.00	12/10/2020	INV	PD	WO661-17 ALIGNMENT
7361 TRANSPORTATION CONCEPTS										

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
516-11-2020 CHECK DATE: 01/05/2021	5038	12/12/2020	10253562	01052021	97322	222,108.68	12/12/2020	INV	PD	SERVICES RENDERED NOVEMBE
6100 DAVID TURCH & ASSOCIATES										
12112020 CHECK DATE: 01/05/2021	4917	12/15/2020	10253701	01052021	97323	4,166.66	12/15/2020	INV	PD	FEDERAL LEGISLATIVE ADVOC
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
11232020-1945 CHECK DATE: 01/05/2021		12/16/2020	10253713	01052021	97324	218.22	12/16/2020	INV	PD	CALCARD MATT RUHLAND(1945
11232020-3861 CHECK DATE: 01/05/2021		12/16/2020	10253714	01052021	97324	6.99	12/16/2020	INV	PD	CALCARD CHRIS BENSON
0232-11-23-2020 CHECK DATE: 01/05/2021		12/15/2020	10253630	01052021	97324	-17.99	12/15/2020	CRM	PD	CALCARD MaTo November 202
7606112320 CHECK DATE: 01/05/2021		12/15/2020	10253650	01052021	97324	70.65	12/15/2020	INV	PD	ROBERT PIERCE CALCARD
9805112320 CHECK DATE: 01/05/2021		11/23/2020	10253582	01052021	97324	373.08	01/05/2021	INV	PD	11/20 BANDY CALCARD
0588112320 CHECK DATE: 01/05/2021		11/23/2020	10253583	01052021	97324	376.17	01/05/2021	INV	PD	11/20 DAILEY CALCARD
6026112320 CHECK DATE: 01/05/2021		11/23/2020	10253584	01052021	97324	98.81	01/05/2021	INV	PD	11/20 LORENSEN CALCARD
309611232020ssneed CHECK DATE: 01/05/2021		12/14/2020	10253585	01052021	97324	431.59	12/14/2020	INV	PD	CALCARD SSNEED NOVEMBER 2
9007112320 CHECK DATE: 01/05/2021		12/14/2020	10253586	01052021	97324	2,362.41	12/14/2020	INV	PD	EMILYE ABKENAR CALCARD
302711232020 CHECK DATE: 01/05/2021		12/11/2020	10253546	01052021	97324	855.61	12/11/2020	INV	PD	AGUIRRE CALCARD ALTAVISTA
673211232020 CHECK DATE: 01/05/2021		12/11/2020	10253547	01052021	97324	305.99	12/11/2020	INV	PD	CHRISTENSEN CALCARD SAILI
759811232020 CHECK DATE: 01/05/2021		12/11/2020	10253548	01052021	97324	1,476.41	12/11/2020	INV	PD	DIAZ CALCARD SAILING 7598
3116112320 CHECK DATE: 01/05/2021		12/11/2020	10253549	01052021	97324	-50.00	12/11/2020	CRM	PD	LEMDEE CALCARD 112020
1857112320 CHECK DATE: 01/05/2021		12/11/2020	10253550	01052021	97324	399.00	12/11/2020	INV	PD	RMICHEL CALCARD 112020
368911232020 CHECK DATE: 01/05/2021		12/01/2020	10252961	01052021	97324	716.27	12/01/2020	INV	PD	JACK MEYER CAL CARD (11/2
2870-11-23-2020 CHECK DATE: 01/05/2021		12/09/2020	10253389	01052021	97324	297.35	12/09/2020	INV	PD	CALCARD Prestia November
5660-11-23-2020 CHECK DATE: 01/05/2021		12/09/2020	10253393	01052021	97324	54.74	12/09/2020	INV	PD	CALCARD Martin November 2
9917-11-23-2020 CHECK DATE: 01/05/2021		12/09/2020	10253394	01052021	97324	460.11	12/09/2020	INV	PD	CALCARDS Lofstrom Novembe
6714-11-23-2020 CHECK DATE: 01/05/2021		12/09/2020	10253397	01052021	97324	1,582.13	12/09/2020	INV	PD	CALCARD Temprano November
6001-11-23-2020 CHECK DATE: 01/05/2021		12/09/2020	10253403	01052021	97324	124.74	12/09/2020	INV	PD	CALCARD Mendence November
3209-11-23-2020 CHECK DATE: 01/05/2021		12/09/2020	10253404	01052021	97324	1,172.59	12/09/2020	INV	PD	CALCARD Kochheim November
6749-11-23-2020 CHECK DATE: 01/05/2021		12/09/2020	10253405	01052021	97324	2,284.63	12/09/2020	INV	PD	CALCARD windman November

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1566-11-23-2020		12/09/2020	10253407	01052021	97324	613.69	12/09/2020	INV	PD	CALCARD Havriľchak Novemb
CHECK DATE:	01/05/2021									
7096-11-23-2020		12/09/2020	10253410	01052021	97324	28.07	12/09/2020	INV	PD	CALCARD Valdivia November
CHECK DATE:	01/05/2021									
7775-11-23-2020		12/09/2020	10253412	01052021	97324	2,350.41	12/09/2020	INV	PD	CALCARD Morales November
CHECK DATE:	01/05/2021									
263111232020		12/09/2020	10253411	01052021	97324	17,707.15	12/09/2020	INV	PD	CAL CARD NOV 2020 - G. LA
CHECK DATE:	01/05/2021									
1918-11-23-2020		12/09/2020	10253413	01052021	97324	3,197.06	12/09/2020	INV	PD	CALCARD Naylor November 2
CHECK DATE:	01/05/2021									
5708112320		12/09/2020	10253415	01052021	97324	2,016.68	01/05/2021	INV	PD	11/20 MAY CALCARD
CHECK DATE:	01/05/2021									
3686112320		12/09/2020	10253416	01052021	97324	11.59	01/05/2021	INV	PD	11/20 REGAN CALCARD
CHECK DATE:	01/05/2021									
5479112320		12/09/2020	10253418	01052021	97324	55.75	01/05/2021	INV	PD	11/20 YAMAMOTO CALCARD
CHECK DATE:	01/05/2021									
7933112320		12/09/2020	10253419	01052021	97324	3,304.27	01/05/2021	INV	PD	11/20 YANG CALCARD
CHECK DATE:	01/05/2021									
5029-11-23-2020		12/09/2020	10253417	01052021	97324	2,859.33	12/09/2020	INV	PD	CALCARD Manley November 2
CHECK DATE:	01/05/2021									
9694112320		12/09/2020	10253420	01052021	97324	131.40	01/05/2021	INV	PD	11/20 BELLANTE CALCARD
CHECK DATE:	01/05/2021									
7598112320		12/09/2020	10253421	01052021	97324	467.73	01/05/2021	INV	PD	11/20 BROWN CALCARD
CHECK DATE:	01/05/2021									
3290112320		12/09/2020	10253422	01052021	97324	17.50	01/05/2021	INV	PD	11/20 LUBBA CALCARD
CHECK DATE:	01/05/2021									
9760112320		12/09/2020	10253423	01052021	97324	14.87	01/05/2021	INV	PD	11/20 SMITH CALCARD
CHECK DATE:	01/05/2021									
7283-11-23-2020		12/09/2020	10253424	01052021	97324	869.16	12/09/2020	INV	PD	CALCARD Plugge November 2
CHECK DATE:	01/05/2021									
3841-11-23-2020		12/09/2020	10253425	01052021	97324	77.19	12/09/2020	INV	PD	CALCARD King November 202
CHECK DATE:	01/05/2021									
1701-11-23-2020		12/09/2020	10253426	01052021	97324	608.99	12/09/2020	INV	PD	CALCARD Evelo November 20
CHECK DATE:	01/05/2021									
7088-11-23-2020		12/09/2020	10253428	01052021	97324	62.92	12/09/2020	INV	PD	CALCARD Glenn November 20
CHECK DATE:	01/05/2021									
7106-11-23-2020		12/09/2020	10253429	01052021	97324	105.06	12/09/2020	INV	PD	CALCARD Rose November 202
CHECK DATE:	01/05/2021									
3439-11-23-2020		12/09/2020	10253430	01052021	97324	75.65	12/09/2020	INV	PD	CALCARD Dyberg November 2
CHECK DATE:	01/05/2021									
6741-11-23-2020		12/09/2020	10253431	01052021	97324	27.88	12/09/2020	INV	PD	CALCARD Sprengel November
CHECK DATE:	01/05/2021									
7235-11-23-2020		12/09/2020	10253434	01052021	97324	20.97	12/09/2020	INV	PD	CALCARD Fizuľich November
CHECK DATE:	01/05/2021									
6207-11-23-2020		12/09/2020	10253435	01052021	97324	231.88	12/09/2020	INV	PD	CALCARD Sapien November 2
CHECK DATE:	01/05/2021									
1394-11-23-2020		12/09/2020	10253436	01052021	97324	66.01	12/09/2020	INV	PD	CALCARD Spry November 202
CHECK DATE:	01/05/2021									
621301052021		11/23/2020	10253383	01052021	97324	269.98	12/09/2020	INV	PD	EHAUSE CALCARD NOV 2020
CHECK DATE:	01/05/2021									
6932112320		12/02/2020	10252990	01052021	97324	1,311.98	12/02/2020	INV	PD	CAL CARD NOV. 2020 - M. C
CHECK DATE:	01/05/2021									
739011232020		12/02/2020	10252991	01052021	97324	4,947.85	12/02/2020	INV	PD	CAL CARD NOV 2020 - F. CO
CHECK DATE:	01/05/2021									
4608112320		12/02/2020	10253096	01052021	97324	2,733.08	12/02/2020	INV	PD	CAL CARD NOV. 2020 - A. G

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 01/05/2021										
8547112320		12/02/2020	10253110	01052021	97324	911.70	12/02/2020	INV	PD	CAL CARD NOV 2020 - K. KU
CHECK DATE: 01/05/2021										
6099112320		12/03/2020	10253177	01052021	97324	161.40	12/03/2020	INV	PD	ZACHARIAH PAINTER CALCARD
CHECK DATE: 01/05/2021										
161911232020		12/04/2020	10253216	01052021	97324	250.00	12/04/2020	INV	PD	MARGAREET EXPENSES 11 03
CHECK DATE: 01/05/2021										
1123206814		11/23/2020	10253282	01052021	97324	144.91	01/05/2021	INV	PD	Ca1 Card Bradley Lindahl
CHECK DATE: 01/05/2021										
500911232020		12/07/2020	10253289	01052021	97324	39.40	12/07/2020	INV	PD	LIBRARY - SICHLER
CHECK DATE: 01/05/2021										
752011232020		12/07/2020	10253290	01052021	97324	372.69	12/07/2020	INV	PD	LIBRARY - VILHAUER
CHECK DATE: 01/05/2021										
899611232020		12/02/2020	10253293	01052021	97324	4,305.97	12/02/2020	INV	PD	CAL CARD NOV. 2020 - J. C
CHECK DATE: 01/05/2021										
923411232020		12/02/2020	10253297	01052021	97324	209.00	12/02/2020	INV	PD	CAL CARD NOV. 2020 - M. K
CHECK DATE: 01/05/2021										
810911232020		12/02/2020	10253298	01052021	97324	892.24	12/02/2020	INV	PD	CAL CARD NOV. 2020 - P. W
CHECK DATE: 01/05/2021										
753111232020		12/02/2020	10253299	01052021	97324	485.95	12/02/2020	INV	PD	CAL CARD NOV. 2020 - J.GA
CHECK DATE: 01/05/2021										
8888-112320		12/08/2020	10253315	01052021	97324	12.07	12/09/2020	INV	PD	11/20 J. Espinoza Ca1 Car
CHECK DATE: 01/05/2021										
282511232020		12/02/2020	10253316	01052021	97324	2,043.80	12/02/2020	INV	PD	CAL CARD NOV. 2020 -T. HO
CHECK DATE: 01/05/2021										
562811232020		12/02/2020	10253317	01052021	97324	78.06	12/02/2020	INV	PD	CAL CARD NOV. 2020 - J. F
CHECK DATE: 01/05/2021										
260211232020		12/02/2020	10253318	01052021	97324	576.56	12/02/2020	INV	PD	CAL CARD NOV. 2020 - R. R
CHECK DATE: 01/05/2021										
803411232020		12/02/2020	10253319	01052021	97324	644.92	12/02/2020	INV	PD	CAL CARD NOV. 2020 - H. S
CHECK DATE: 01/05/2021										
030411232020		12/02/2020	10253321	01052021	97324	2,790.28	12/02/2020	INV	PD	CAL CARD NOV. 2020 - J. R
CHECK DATE: 01/05/2021										
766311232020		12/02/2020	10253322	01052021	97324	183.95	12/02/2020	INV	PD	CAL CARD NOV. 2020 - J. O
CHECK DATE: 01/05/2021										
900211232020		12/02/2020	10253323	01052021	97324	2,884.61	12/02/2020	INV	PD	CAL CARD NOV. 2020 - J. O
CHECK DATE: 01/05/2021										
981911232020		12/02/2020	10253324	01052021	97324	978.37	12/02/2020	INV	PD	CAL CARD NOV. 2020 - E. M
CHECK DATE: 01/05/2021										
8596112320		12/08/2020	10253335	01052021	97324	376.89	01/05/2021	INV	PD	JOHN YORK CALCARD
CHECK DATE: 01/05/2021										
0166112320		12/08/2020	10253339	01052021	97324	14.00	12/08/2020	INV	PD	JOHN LAROCK CALCARD
CHECK DATE: 01/05/2021										
347111232020		12/02/2020	10253346	01052021	97324	1,473.49	12/02/2020	INV	PD	CAL CARD NOV. 2020 - V. M
CHECK DATE: 01/05/2021										
795211232020		12/02/2020	10253348	01052021	97324	998.55	12/02/2020	INV	PD	CAL CARD NOV. 2020 - R. L
CHECK DATE: 01/05/2021										
569611232020		12/02/2020	10253350	01052021	97324	160.00	12/02/2020	INV	PD	CAL CARD NOV. 2020 - A. A
CHECK DATE: 01/05/2021										
158011232020		12/02/2020	10253352	01052021	97324	1,811.29	12/02/2020	INV	PD	CAL CARD NOV. 2020 - D. H
CHECK DATE: 01/05/2021										
101711232020		12/02/2020	10253357	01052021	97324	564.82	12/02/2020	INV	PD	CAL CARD NOV. 2020 - A. S
CHECK DATE: 01/05/2021										
636611232020		12/02/2020	10253360	01052021	97324	670.69	12/02/2020	INV	PD	CAL CARD NOV. 2020 - B. W
CHECK DATE: 01/05/2021										

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
523811232020		12/02/2020	10253361	01052021	97324	107.84	12/02/2020	INV	PD	CAL CARD NOV. 2020 - J. M
CHECK DATE:	01/05/2021									
589711232020		12/02/2020	10253362	01052021	97324	350.67	12/02/2020	INV	PD	CAL CARD NOV. 2020 - C. P
CHECK DATE:	01/05/2021									
374711232020		12/09/2020	10253509	01052021	97324	5,673.12	12/09/2020	INV	PD	CAL CARD NOV 2020 - M. KL
CHECK DATE:	01/05/2021									
639011232020		12/09/2020	10253510	01052021	97324	807.98	12/09/2020	INV	PD	CAL CARD NOV 2020 - M. PA
CHECK DATE:	01/05/2021									
507311232020		12/09/2020	10253511	01052021	97324	496.13	12/09/2020	INV	PD	CAL CARD NOV. 2020 - C. Y
CHECK DATE:	01/05/2021									
5617112320		12/10/2020	10253512	01052021	97324	-371.55	12/10/2020	CRM	PD	JOYCE ROONEY CALCARD
CHECK DATE:	01/05/2021									
112320-9371		11/05/2020	10253514	01052021	97324	300.00	12/10/2020	INV	PD	2020- CITY CLERK NEW LAW
CHECK DATE:	01/05/2021									
321501052021		11/23/2020	10253515	01052021	97324	302.98	12/10/2020	INV	PD	C ANTOS CALCARD 11-23-20
CHECK DATE:	01/05/2021									
7820112320		11/23/2020	10253765	01052021	97324	37.45	12/16/2020	INV	PD	CAL-CARD FSD RNORMAN 11-2
CHECK DATE:	01/05/2021									
9670-11-23-2020		12/21/2020	10253911	01052021	97324	733.90	12/21/2020	INV	PD	CALCARD Lewis November 20
CHECK DATE:	01/05/2021									
3285 UNDERGROUND SERVICE ALERT						90,257.73				
1120200568		12/01/2020	10253520	01052021	97325	138.70	01/05/2021	INV	PD	RBCH New Ticket Charges
CHECK DATE:	01/05/2021									
dsb20196759		12/01/2020	10253521	01052021	97325	73.66	01/05/2021	INV	PD	California State Fee for
CHECK DATE:	01/05/2021									
5332 UNITED RENTALS NORTHWEST, INC.						212.36				
185398016-004		12/10/2020	10253492	01052021	97326	164.25	12/10/2020	INV	PD	PD HOMELESS CT PORTABLE R
CHECK DATE:	01/05/2021									
8927 VECTOR RESOURCES, INC.										
86926		12/14/2020	10253569	01052021	97327	1,665.00	12/14/2020	INV	PD	TROUBLESHOOT PIER LOADING
CHECK DATE:	01/05/2021									
8088 VERIZON BUSINESS SERVICES										
z7199285		12/15/2020	10253606	01052021	97328	2,006.03	12/15/2020	INV	PD	PRIVATE IP(PIP)
CHECK DATE:	01/05/2021									
3621 VERIZON WIRELESS										
9867807347		12/15/2020	10253607	01052021	97329	3,680.58	12/15/2020	INV	PD	MONTHLY PHONE LINE CHAGRE
CHECK DATE:	01/05/2021									
9867265281		12/14/2020	10253572	01052021	97329	1,508.64	12/14/2020	INV	PD	IPADS FOR FIRE
CHECK DATE:	01/05/2021									
9866947486		12/14/2020	10253576	01052021	97329	230.90	12/14/2020	INV	PD	MONTHLY PHONE LINE CHARGE
CHECK DATE:	01/05/2021									
9867834123		12/10/2020	10253497	01052021	97329	86.65	12/10/2020	INV	PD	SEWER EMERGENCY CELL PHON
CHECK DATE:	01/05/2021									

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9865728098		12/10/2020	10253498	01052021	97329	86.65	12/10/2020	INV	PD	SEWER EMERGENCY CELL PHON
CHECK DATE: 01/05/2021										
9868223838		12/16/2020	10253736	01052021	97329	212.63	12/16/2020	INV	PD	PW EMERGENCY CELL PHONES
CHECK DATE: 01/05/2021										
11812 WADDELL, BART						5,806.05				
8/11/20 2A		08/11/2020	10253751	01052021	97330	435.00	12/16/2020	INV	PD	FIRE - COMMAND 2A
CHECK DATE: 01/05/2021										
8/11/20		08/11/2020	10253752	01052021	97330	435.00	12/16/2020	INV	PD	FIRE - INSTRUCTOR 1
CHECK DATE: 01/05/2021										
8/11/20 2B		08/11/2020	10253753	01052021	97330	282.00	12/16/2020	INV	PD	FIRE - COMMAND 2B
CHECK DATE: 01/05/2021										
8/11/20 2C		08/11/2020	10253754	01052021	97330	348.00	12/16/2020	INV	PD	FIRE - COMMAND 2C
CHECK DATE: 01/05/2021										
3388 WALKER PARKING CONSULTANTS/ENGINEERS, IN						1,500.00				
37900500003	4962	12/16/2020	10253757	01052021	97331	962.50	12/16/2020	INV	PD	Parking Consultant Servic
CHECK DATE: 01/05/2021										
3408 WAXIE SANITARY SUPPLY										
7951653		12/10/2020	10253500	01052021	97332	342.95	12/10/2020	INV	PD	STREETS CLEANING SUPPLIES
CHECK DATE: 01/05/2021										
79523856		12/10/2020	10253501	01052021	97332	2,039.93	12/10/2020	INV	PD	PIER CLENAING SUPPLLES
CHECK DATE: 01/05/2021										
79523859		12/10/2020	10253502	01052021	97332	192.81	12/10/2020	INV	PD	PIER CLEANING SUPPLIES
CHECK DATE: 01/05/2021										
79534477		12/10/2020	10253503	01052021	97332	1,012.89	12/10/2020	INV	PD	PARKS CLEANING SUPPLIE
CHECK DATE: 01/05/2021										
79541496		12/10/2020	10253504	01052021	97332	3,456.18	12/10/2020	INV	PD	COVID19 DISINFANT SUPPLIE
CHECK DATE: 01/05/2021										
79545210		12/10/2020	10253505	01052021	97332	1,326.92	12/10/2020	INV	PD	PD COIVD SUPPLIES PURELL
CHECK DATE: 01/05/2021										
79552885		12/10/2020	10253506	01052021	97332	2,246.50	12/10/2020	INV	PD	COVID SUPPLIES
CHECK DATE: 01/05/2021										
79556304		12/10/2020	10253507	01052021	97332	326.89	12/10/2020	INV	PD	PARKS COVID SUPPLIES
CHECK DATE: 01/05/2021										
79566757		12/10/2020	10253508	01052021	97332	3,202.66	12/10/2020	INV	PD	PIER CLEANING SUPPLIES
CHECK DATE: 01/05/2021										
79680249		12/10/2020	10253709	01052021	97332	1,790.33	12/10/2020	INV	PD	PURREL DIS WIPES COVID CL
CHECK DATE: 01/05/2021										
9128 WEST COAST LIGHTS & SIRENS, INC.						15,938.06				
20809		12/11/2020	10253533	01052021	97333	3,389.28	12/11/2020	INV	PD	LIGHT BAR FOR UNIT 404
CHECK DATE: 01/05/2021										
20758		12/11/2020	10253534	01052021	97333	3,389.28	12/11/2020	INV	PD	LIGHT BAR FOR UNIT 403
CHECK DATE: 01/05/2021										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6416 WILLIAMS DATA PROTECTION SERVICES						6,778.56				
0530610		12/14/2020	10253574	01052021	97334	180.04	12/14/2020	INV	PD	STORAGE-GROUP B
CHECK DATE: 01/05/2021										
9320 ZERO WASTE USA										
371374		12/18/2020	10253785	01052021	97335	1,866.93	12/18/2020	INV	PD	PIER DOG BAGS 10-15-20
CHECK DATE: 01/05/2021										
						1,866.93				
402 INVOICES						1,845,083.99				

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



Administrative Report

H.5., File # 20-1883

Meeting Date: 1/5/2021

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

TITLE

EXCUSE ABSENCES OF VARIOUS COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS

EXECUTIVE SUMMARY

<u>Commissioner</u>	<u>Board/Commission</u>	<u>Meeting Date</u>
Rafael Lainez	Housing Authority	December 15, 2020

On December 14, 2020, the City Clerk received notification from Commissioner Lainez requesting an excused absence for the December 15, 2020 Housing Authority Meeting.

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 # 20-1882

Meeting Date: 1/5/2021

To: MAYOR AND CITY COUNCIL
From: ANGELICA ZAVALA, HOUSING SUPERVISOR

TITLE

APPROVE AN AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. TO PROVIDE CONSULTATION SERVICES IN THE ADMINISTRATION OF THE INCLUSIONARY AFFORDABLE HOUSING PROGRAM FOR THE AMOUNT NOT TO EXCEED \$50,000 FOR THE TERM NOVEMBER 1, 2020 - OCTOBER 31, 2022

EXECUTIVE SUMMARY

The attached agreement with Keyser Marston Associates, Inc. provides for consultation services to the Housing Authority in the administration of the City's Inclusionary Affordable Housing Program. Keyser Marston Associates, Inc. has offered professional services to the City since 2003. The Inclusionary Affordable Housing Program was established to ensure owners of certain condominium developments in the City set aside a percentage of their units for the purchase or rental by low- and moderate-income seniors. The City of Redondo Beach currently has the following five developments participating in the program: Breakwater Village, The Montecito, Ruxton Place, 542 North Francisca Avenue and Paseo de la Playa Homes.

BACKGROUND

The contract the City had with Keyser Marston Associates, Inc. for consultation services expired on March 18, 2020. In order to recommence their services, staff is recommending approval of the agreement for the period of November 1, 2020 through October, 31, 2022. Contract amount is not to exceed \$50,000. Funding is available in the Housing Authority Low- and Moderate-Income Housing budget FY 2020-2021 to fully cover Keyser Marston Associates, Inc.'s fees. It should be noted that General Funds will not be used for this agreement.

Agreement with Keyser Marston Associate, Inc.

Scope of Services: Keyser Marston Associates, Inc. shall perform disposition and financial advisory consulting services for the City, including but not be limited to, the following services:

- Consult, assist, and advise the City with respect to marketing, financial and disposition issues.
- Participate in formal and informal discussions and presentations with potential developers and community officials.
- Undertake an evaluation of existing economic feasibility studies and prepare the highest and best use analysis.
- Perform financial testing of land use and development concepts, including review of projected development cost, income, and financing for private capital.

- Advise on alternative financing options for a public private partnership, including funding of public improvements and private investment.
- Structure options for land disposition business terms, including reuse fair market value and reuse value, ground leases and participating land sales.
- Assist City staff in drafting documents, including without limitation the Summary Report under Section 33433 pursuant to the California Redevelopment Law.

Term: This agreement commences on November 1, 2020 and will continue until October 31, 2022.

Compensation: Keyser Marston Associates, Inc. will be compensated for the number of hours worked. An hourly rate schedule is included in the agreement. Total compensation to Keyser Marston Associates, Inc. for the term of the agreement is not to exceed \$50,000

COORDINATION

The agreement with Keyser Marston Associates, Inc. was prepared by and approved as to form by the City Attorney’s Office.

FISCAL IMPACT

Funding for contracted consulting services is included in the FY 2020-2021 Housing Authority Low- and Moderate-Income Housing budget.

FY 2020-21 Funding		FY 2020-21 Expenditures	
Affordable Housing Program	\$50,000	Contracts/Professional Services	\$50,000
TOTAL	\$50,000	TOTAL	\$50,000

ATTACHMENT

- Agreement with Keyser Marston Associates, Inc.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at the City of Redondo Beach, California, as of January 5, 2021 by and between the CITY OF REDONDO BEACH, a chartered municipal corporation ("CITY"), and KEYSER MARSTON ASSOCIATES, INC., a California corporation ("CONSULTANT"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit "A".

The parties to this Agreement agree that Consultant, in performing the services described in Exhibit A, will not make any warranties or guarantees as to the future value of any real or personal property, nor will it make any express warranties or guarantees of estimated or probable construction cost or cost estimates being exceeded, nor will it guarantee the availability of funds or specified rates of return and/or interest. Further, the parties agree that Consultant will not perform services as a construction manager, appraiser of the fair market value of real estate, real estate broker, or agent, or property manager.

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to City in the manner specified in Exhibit "B".

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

4. General Provisions. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the general provisions.

5. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement.

EXECUTED as of the day first above-stated.

CITY OF REDONDO BEACH,
a chartered municipal corporation

KEYSER MARSTON ASSOCIATES, INC.,
a California corporation

By: _____
William C. Brand

By: _____

Title: Mayor _____

Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Upon the City's request, Consultant shall perform disposition and financial advisory consulting services for the City, including but not be limited to, the following services.
2. Consult, assist, and advise the City with respect to marketing, financial and disposition issues.
3. Participate in formal and informal discussions and presentations with potential developers and community officials.
4. Undertake an evaluation of existing economic feasibility studies and prepare the highest and best use analysis.
5. Perform financial testing of land use and development concepts, including review of projected development cost, income, and financing for private capital.
6. Advise on alternative financing options for a public private partnership, including funding of public improvements and private investment.
7. Structure options for land disposition business terms, including reuse fair market value and reuse value, ground leases and participating land sales.
8. Assist City staff in drafting documents, including without limitation the Summary Report under Section 33433 pursuant to the California Redevelopment Law.

METHOD AND TIME OF PERFORMANCE

This Agreement shall commence on November 1, 2020 and continue until October 31, 2022, unless otherwise terminated as herein provided. Consultant shall perform the services described herein within a time schedule as mutually agreed upon by both parties.

EXHIBIT B

COMPENSATION

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

1. Amount. Consultant shall be paid in accordance with the following hourly rate schedule.

Chairman, President, Managing Principals*	\$280.00
Senior Principals*	\$270.00
Principals*	\$250.00
Managers*	\$225.00
Senior Associates	\$187.50
Associates	\$167.50
Senior Analysts	\$150.00
Analysts	\$130.00
Technical Staff	\$ 95.00
Administrative Staff	\$ 80.00

2. Expenses. Consultant shall be reimbursed for expenses at cost; provided however, that Consultant obtains City's prior written authorization and documentation evidencing the expenditure. Reimbursable expenses include auto mileage, parking, delivery, electronic data processing, graphics and printing, airfares, hotels and motels, meals, car rentals, and taxis. All expenses must be reasonable. Reimbursement may be denied at the City's sole discretion if those expenses are deemed unreasonable.

3. Not to Exceed Amount. Notwithstanding the foregoing, the total amount paid to Consultant shall not exceed \$50,000.

4. Method of Payment. Consultant shall provide monthly invoices to City for approval and payment. Invoices must be based on the hours worked, staff, applicable billing rate, expenses incurred, in the month prior to the invoice submission. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant shall provide any other back-up material upon request.

5. Schedule for Payment. City agrees to pay Consultant within thirty (30) days of the City's receipt of the monthly invoice.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony

EXHIBIT C

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

3. Consultant's Liability. The Consultant shall be responsible for all injuries to persons and for all damage to real or personal property of City or others, caused by or arising from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder. Consultant shall defend and hold harmless and indemnify the City and its officials, officers, employees, volunteers, and contractors, from all costs and claims for damages to real or personal property, or personal injury to any party, resulting from the negligence or willful misconduct of itself, its employees, or its agents, arising out of the Consultant's performance of work under this Agreement. This obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

4. Equal Employment Opportunity. During the performance of this Agreement, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, national origin, or physical handicap. 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or physical handicap.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. Products of Consulting. All products of consulting, with the exception of computer models developed by Consultant, shall become the property of the City and shall be delivered to the City before the end of performance under this Agreement. Computer models remain the exclusive property of Consultant. Contractual obligations do not include access to or ownership transfer of any electronic data processing files, programs or models completed directly for or as by-products of any research effort, unless explicitly so agreed as part of this Agreement.

7. 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 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 three (3) 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.

8. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties.

9. 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.

10. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

11. Changes. The City may, from time to time, request changes in the Scope of Services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.

12. Termination. This Agreement may be terminated by either party on thirty (30) days written notice to the other. The effective date of cancellation being the 30th day of said written notice. Consultant shall be entitled to the compensation earned by it prior to the date of termination, computed pro rata up to and including the date of termination.

13. Attorney's Fees. In the event that it becomes necessary for either party to this Agreement to bring a legal suit to enforce any of the provisions of this Agreement, the parties agree

that a court of competent jurisdiction may determine and fix reasonable attorney fees to be paid the successful litigant.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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: Keyser Marston Associates, Inc.
500 South Grand Avenue, Ste 1480
Los Angeles, CA 90071
Attn: Kathe Head

City: City of Redondo Beach
Community Services Department
1922 Artesia Blvd
Redondo Beach, CA 90278

Attn: Angelica Zavala

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.



Administrative Report

H.7., File # 20-1885

Meeting Date: 1/5/2021

To: MAYOR AND CITY COUNCIL
From: ANGELICA ZAVALA, HOUSING SUPERVISOR

TITLE

APPROVE AN ADDENDUM TO THE MARCH 20, 2020 MASTER AGREEMENT WITH HAPPY SOFTWARE, LLC, AN MRI SOFTWARE LLC COMPANY, FOR THE AMOUNT NOT TO EXCEED \$4,560 PER YEAR AND A FIVE-YEAR TOTAL OF \$22,800 ALLOCATED FROM RESTRICTED SECTION 8 CARES ACT HOUSING ADMINISTRATION FUNDS FOR THE TERM JANUARY 01, 2021 THROUGH DECEMBER 31, 2025

EXECUTIVE SUMMARY

HAPPY Software is a specialized computer program used by the Housing Authority to collect and track data related to the Section 8 Housing Choice Voucher Program. The software and its technical support are necessary for the Housing Authority to administer the Section 8 Program in compliance with federal regulations. The proposed amendment to the contract establishes the purchase of software modules and services from MRI/Happy Software for the term January 1, 2021 through December 31, 2025. This software will streamline operations and enable contactless processing of Section 8 applications and recertifications. The purchase of these additional software modules will be funded with restricted Section 8 CARES Act funding received from HUD. The annual cost of the of this software is \$4,560 for a 5-year term total cost of \$22,800.

BACKGROUND

In May of 2003, the City Council approved a contract to purchase Section 8 Housing software and annual maintenance from HAPPY Software. This enabled the Housing Authority to administer the Section 8 program in compliance with federal regulations. The Housing Authority has been utilizing HAPPY Software since that time and has routinely amended the contract to maintain service and annual maintenance support.

The annual maintenance includes periodic software updates and support for City staff involved with administration of the Section 8 program. Software updates occur when the federal government makes various changes to the Section 8 program rules.

This Amendment to the HAPPY Software, Inc. contract provides for the purchase of software modules that will assist the Housing Authority with contactless interactions with applicants, tenants, and landlords.

COORDINATION

The City Attorney's office has approved this contract as to form. The Information Technology Department will install any software updates for use by the Housing Authority.

FISCAL IMPACT

The purchase of these additional software modules will be funded with restricted Section 8 CARES Act funding received from HUD. The annual cost of this software is \$4,560 for a 5-year term total cost of \$22,800.

ATTACHMENTS

- MRI Amendment
- MRI Order Documents
- MRI March 2020 Signed Agreement



AMENDMENT NO. 1

This Amendment No. 1 (this "Amendment") is made effective as of January 1, 2021 (the "Effective Date") by and between MRI Software LLC, with its office at 28925 Fountain Parkway, Solon, OH 44139 ("MRI") and Client (collectively the "Parties" and each a "Party").

A. WHEREAS, MRI and Client entered into a certain Master Agreement along with various Schedules and an Order Document effective March 1, 2020 (collectively "the Agreement").

B. WHEREAS, MRI and Client desire to enter this Amendment and amend certain provisions of the Agreement.

C. NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MRI and Client hereby agree as follows:

Both Client and MRI agree that Section 4.3 of the Agreement shall be struck and replaced with the following:

"Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was rightfully in the receiving Party's possession before receipt from the disclosing Party free of any obligation to keep it confidential; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party; or (v) is required by the City Clerk to be disclosed by the Client as part of its contract approval process."

All other provisions of the Agreement remain in full force and effect.

City of Redondo Beach ("Client")
415 Diamond Street
Redondo Beach, CA 90277

MRI Software LLC ("MRI")
28925 Fountain Parkway
Solon, OH 44139

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTEST:

 Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

 Michael W. Webb, City Attorney



ORDER DOCUMENT #2
Subscription License and Maintenance & SaaS Services

This Order Document #2 incorporates by reference and is governed by the terms and conditions of the Order Document dated March 1, 2020 and the Master Agreement, the SaaS Services Schedule, and the Professional Services Schedule attached therein (collectively, the “Agreement”) between MRI and Client, and this Order Document is effective as of January 1, 2021 (the “Effective Date”). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document.

ATTEST:

City of Redondo Beach (“Client”),
415 Diamond Street
Redondo Beach, CA 90277

 Eleanor Manzano, City Clerk
 APPROVED AS TO FORM:

MRI Software LLC (“MRI”),
28925 Fountain Parkway
Solon, OH 44139



Signature: _____

 Michael W. Webb, City Attorney

Signature: _____

Print Name: William C. Brand

Print Name: _____

Title: Mayor

Title: _____

The Parties accept and agree to this Order Document, as follows:

ADDITIONAL HAPPY SAAS SERVICES			
Products	License Metric	Quantity	Territory
AssistanceCheck - Online Assistance	Portal	Up to 1 Portal	USA

ADDITIONAL HAPPY LIMITED SOFTWARE LICENSE				
Product	License Metric	Quantity	Installation Site	Territory
HQS Mobile Inspections (iPad)	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Boulevard Redondo Beach, CA 90278	USA
iDIA (Integrated Document Imaging Archive) System	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Boulevard Redondo Beach, CA 90278	USA
Inspections	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Boulevard Redondo Beach, CA 90278	USA

COMMON SERVICES SAAS SERVICES

Products	License Metric	Minimum Quantity	Territory
Secure Sign	Packets	1,187 Packets	USA
Database	Each	Up to 1 Production	USA

The additional SaaS and Subscription Fees for the above Services and corresponding License Metric Quantity are **U.S. \$9,619 annually**, payable in U.S. Dollars 60 days from MRI's invoice date.

The SaaS and Subscription Services fees are subject to the terms and conditions of the Agreement, including, without limitation, footnotes (1) and (2) as well as the Initial Term and any Renewal Term(s) of the Order Document with an effective date of March 1, 2020. The first invoice for such additional SaaS Fees shall be pro-rated to align with the Client's current invoice term. Thereafter, the above listed additional SaaS Fees shall be renewed, billed, payable, and subject to any increases in conjunction with the Client's current SaaS and Subscription Fees.

Secure Sign Overage Payment Terms: The total Minimum Quantity of Packets shall be allocated per year, without roll over from year to year. MRI will invoice the Client monthly in arrears for all Packets utilized above the Minimum Quantity set forth above. Each Packet shall be billed at a rate of \$2.01 per Packet per year (the "Secure Sign Overage Price"). Such Secure Sign Overage Price may be modified by MRI after the first twelve (12) months in accordance with footnote (2) above.

LICENSE METRICS AND USE RIGHTS DEFINITIONS

Definitions

A "Packet" is an individual file containing a single document or multiple documents which are sent to a recipient via the Secure Sign product. An initiated, completed, canceled, incorrect, or incomplete file will be counted so long as it is sent out of the Secure Sign product, regardless of the status.

Use Rights: The license to use the SaaS Service is priced based on Client's License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client's actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI's then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not usage.

Statement of Work – Work Authorization



STATEMENT OF WORK #648608 and 682137

This Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of March 1st, 2020 and the Schedule for Professional Services of same date between MRI Software LLC (“MRI”) and the City of Redondo Beach (“Client”) and is effective as of January 1, 2021 (“Effective Date”).

Client Name: **City of Redondo Beach**
Date: **January 1, 2021**

PROJECT SCOPE AND SUMMARY

MRI shall deliver the following services:

- Internet Based Training – Assistance Connect
 - Two (2) hours of training to review the Administrative Settings and how staff will be using Assistance Connect with their software
 - Two (2) hours of follow up training to continue to incorporate features of Assistance Connect into Agency process
- Project Management – Assistance Connect
 - Assist with settings and agency process and use of Assistance Connect
 - Work on agency process to incorporate Assistance Connect into day to day processes
- Installation – Assistance Connect
 - Install scheduled tasks on Housing Pro server
- Internet Based Training – iDIA
 - One (1) hour of training to review module core functions
 - One (1) hour to review processes at agency for efficiency
- Project Management – iDIA
 - Sending follow up post training sessions on both modules
- Internet Based Training – Inspections and Mobile Inspections
 - Three and a half (3.5) hours of training to review module functionality
- Project Management - Inspections and Mobile Inspections
 - Assistance with setup and configuration of module
- Installation - Inspections and Mobile Inspections
 - iPad Installation

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
 - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
 - 1.2. Statement of Work has been executed by both Client and MRI.

PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change; however, such changes shall be agreed by both parties in writing prior to implementation.



Statement of Work – Work Authorization



2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Each Party shall perform its obligations promptly and without unreasonable delay. Should you have any questions regarding expected backlog for this project, please contact MRI at gpsrequests@mrisoftware.com.

PROJECT ASSUMPTIONS

1. Client is responsible for providing all reasonably requested necessary documentation, if applicable, for MRI to complete the Scope.
2. Software and Software Documentation is provided in English only. Training and Support is provided in English with optional Spanish Language Assistance.

CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work (“SOW”) may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of the original SOW must be approved by authorized parties of Client and MRI “prior” to amending the SOW and implementing the change. Any such modification shall be executed by both Parties via a subsequent SOW.
2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request (“PCR”) which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party’s designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until a SOW incorporating the PCR is executed by both parties.

GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI’s performance will be handled by processing a Project Change Request.
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
7. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
9. The project team may adjust the master project plan based on real world findings and the Client’s ability to secure required resources.
10. Location of work will be remote only.

PRICING ASSUMPTIONS

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services



Statement of Work – Work Authorization



fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices sixty (60) days after the invoice date. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates; provided, however that Client provides written approval of such Change Order.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
7. Pricing schedule is subject to change if Statement of Work is not signed within 60 days of creation date at which time this Statement of Work will expire.



Statement of Work – Work Authorization



PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST SERVICE FEES
Internet Based Initial Training – Assistance Connect	\$160	2 hours	Fixed fee	\$320
Internet Based Follow-up Training – Assistance Connect	\$160	2 hours	Fixed Fee	\$320
Project Management – Assistance Connect	\$160	10 hours	Fixed fee	\$1,600
Installation – Assistance Connect	\$160	.5 hour	Fixed fee	\$80
Internet Based Initial Training – iDIA	\$160	1 hours	Fixed fee	\$160
Internet Based Follow-up Training – iDIA	\$160	1 hour	Fixed Fee	\$160
Project Management – iDIA	\$160	4 hours	Fixed fee	\$640
Internet Based Training – Inspections	\$160	3.5 hours	Fixed fee	\$560
Internet Based Installation – Inspections	\$160	.5 hours	Fixed fee	\$80
Project Management – Inspections	\$160	4 hours	Fixed fee	\$640
MRI Services Total				\$4,560

AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

City of Redondo Beach

* Signature: _____

* Name: William C. Brand

* Date: January 5, 2021

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

MRI Software LLC

* Signature: _____

* Name: _____

* Date: _____

* Indicates required field





Merchant
Services

Program
Terms and
Conditions
(Program Guide)

PROCESSOR INFORMATION: Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).
2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.
3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.
4. **If you wish to dispute any charge or funding,** you must notify us within 60 days of the date of the statement on which the charge or funding appears.
5. **This Agreement limits our liability to you.** See Section 10 of the General Terms & Conditions for further details.
6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).
7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.
8. **For questions regarding your Merchant Processing Application and Agreement,** please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
 PO Box 6079, Concord, CA 94524
 Attn: Merchant Services (407) 237-6727

- b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.
- c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.
- d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.
- e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

- a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.
- b) You may view and download the Your Payments Acceptance Guide at _____.
- c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.
- d) You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.
- f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: City of Redondo Beach, a chartered municipal corporation

By signing below, you:

- (i) Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and
- (ii) Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X _____
 Signature:
William C. Brand

Please Print Name of Signer

Mayor
 Title

May 5, 2020
 Date

**PROCESSOR
INFORMATION:**

Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC

Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046



ORDER DOCUMENT
Subscription License and Maintenance Services

This Order Document # incorporates by reference and is governed by the terms and conditions of the Master Agreement, the SaaS Services Schedule dated, and the Professional Services Schedule attached hereto and made effective as of the Effective Date of the Order Document (collectively, the "Agreement") between MRI and Client, and this Order Document is effective as of March 1, 2020 (the "Effective Date"). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document.

City of Redondo Beach ("Client") 415 Diamond Street
Redondo Beach, CA 90277

Signature: *[Signature]*

Print Name: William C. [Signature]

Title: Mayor

HAPPY Software, LLC, an MRI Software LLC Company ("MRI")
28925 Fountain Parkway
Solon, OH 44139

Signature: *[Signature]*

Print Name: Roman Teherman

Title: VP, Finance

[Signature]
ELEANOR MANZANO, CITY CLERK

The Parties accept and agree to this Order Document, as follows:

CLIENT CONTACT INFORMATION			
Administrator: John La Rock Address: 1922 Artesia Blvd. <u>Redondo Beach, CA 90278</u> E-mail: john.larock@redondo.org Voice: 310-318-0671 Fax: _____ Cell: 310-961-6080	Technical Contact/Download Recipient: Angelica Zavala Address: 1922 Artesia Blvd. <u>Redondo Beach, CA 90278</u> E-mail: angelica.zavala@redondo.org Voice: 310-318-0635 Fax: _____ Cell: _____		
Billing Contact: Angelica Zavala Address: 1922 Artesia Blvd., Redondo Beach, CA 90278 E-mail: angelica.zavala@redondo.org Voice: 310-318-0635 Fax: _____	Method of Delivery: <input checked="" type="checkbox"/> FTP Site/Electronic Download <input type="checkbox"/> Physical Delivery		

LIMITED SOFTWARE LICENSE				
Product	License Metric	Quantity	Installation Site	Territory
1099s and Payment History	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Blvd Redondo Beach, CA 90278	USA
Custom Forms	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Blvd Redondo Beach, CA 90278	USA
Direct Deposit	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Blvd Redondo Beach, CA 90278	USA
FileMTCS	Units	Up to 593 Units	1922 Artesia Blvd Redondo Beach, CA 90278	USA



	Users	Up to 8 Named Users		
FSS Pro	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Blvd Redondo Beach, CA 90278	USA
Occupancy	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Blvd Redondo Beach, CA 90278	USA
Payments	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Blvd Redondo Beach, CA 90278	USA
Remote Screen Sharing	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Blvd Redondo Beach, CA 90278	USA
Tenants Accounts Receivable (TARs)	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Blvd Redondo Beach, CA 90278	USA
Waiting List	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Blvd Redondo Beach, CA 90278	USA
Database	Each	Up to 1 Production Database	1922 Artesia Blvd Redondo Beach, CA 90278	USA

SAAS SERVICES			
Products	License Metric	Quantity	Territory
WaitlistCheck Online Application Status	Units Users	Up to 593 Units Up to 8 Named Users	USA
WaitlistCheck Online Application Collection	Units Users	Up to 593 Units Up to 8 Named Users	USA

FEES				
Maintenance Level	Initial Term (1)	Effective Date	First 12 months Fees (2)	Payment Frequency
<input checked="" type="checkbox"/> Standard	Five (5) Years	March 1, 2020	US \$14,543 (inclusive of Limited Software License and SaaS Services Fees)	Annually in advance in U.S. Dollars

- (1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.
- (2) MRI may, at any time after the first twelve (12) months of the Initial Term in its sole discretion, modify the Subscription Fees upon ninety (90) day prior notice to Client, however, if, and only if Client is on a currently supported version of the MRI Software, the Subscription Fees shall not increase in each subsequent twelve (12) month period by more than the greater of (i) three and a half percent (3.5%); or (ii) the increase in the US Bureau of Labor Statistics Consumer Price Index All Urban Consumers (CPI-U) for the most recent year. A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice.
- (3) Further, Client agrees to pay Invoice US-INV698209 and Invoice US-INV839885 within thirty (30) days of executing this Order Document.

LICENSE METRICS AND USE RIGHTS DEFINITIONS

Definitions

A "Unit" is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location.

A "Named User" license permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licensed Program is limited to those specific named users.

A "Concurrent User" license permits Client to assign an unlimited number of User IDs to its employees or Affiliates' employees, but simultaneous access to the SaaS Services is limited to the number of authorized concurrent licenses paid for and held by the Client.

A "Property" is a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.

Use Rights

The license to use the Software is priced based on License Metrics of Client and its Affiliates' as of the Effective Date of this Order Document and allows Client and its Affiliates to use the Software to manage up to the quantity set forth above. Additional licenses and associated Maintenance must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client's actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI's then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees are based on quantity purchased, not usage.

Self-Certification: Without prejudice to MRI's audit rights pursuant to the Agreement, Client will, by March 1st of each year, document and certify that use of the Software and Maintenance Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found at <http://www.mrisoftware.com/docs/self-certification.pdf>.

License Period: The license to the Software granted hereunder is licensed for the Term, subject to the termination rights set forth in the Agreement and Section 2.1 of the Limited Software License and Maintenance and Support Schedule.

DESIGNATED SUPPORT CONTACTS

Maintenance and Support may only be requested by two (2) Client Designated Support Contacts who have successfully completed MRI's standard training course. Client may change these Designated Support Contacts to other qualified personnel by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The Maintenance and Support fees are related to the number of contacts; access to support by any additional Designated Support Contacts will be subject to additional Maintenance and Support fees.

One (1) Designated Support Contact must be the Administrator listed above in this Order Document.

The initial Designated Support Contacts of Client are:

Name: John La Rock
 Title: Community Services Director
 Phone: 310-318-0671
 Address: 1922 Artesia Blvd., Redondo Beach, CA 90278
 Email: john.larock@redondo.org

Name: Angelica Zavala
 Title: Housing Supervisor
 Phone: 310-318-0635
 Address: 1922 Artesia Blvd., Redondo Beach, CA 90278
 Email: angelica.zavala@redondo.org

APPROVED AS TO FORM:

 CITY ATTORNEY

INSURANCE APPROVED
 BY:
 DATE: 3/11/2010



MASTER AGREEMENT

This Master Agreement is entered into between MRI Software LLC ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Master Agreement to be effective as of the Effective Date, as defined in the Order Document. As used in this Agreement, "Party" means either Client or MRI, as appropriate, and "Parties" means Client and MRI.

1. PURPOSE AND SCOPE

1.1 Master Agreement. This Master Agreement establishes the general terms and conditions to which the Parties have agreed in order to facilitate the licensing of residential and/or commercial property management enterprise software, content, other products and/or the provision of related services. Additional product or service-specific terms and conditions are set forth in one or more Schedules (as further defined in Section 1.2 herein).

All references to the "Master Agreement" shall mean this document, exclusive of Schedules. All references to the "Agreement" wherever found shall include this Master Agreement, all Schedules, the Order Document and any attachments incorporated in the Schedules.

1.2 Incorporation of Schedules. This Master Agreement shall fully incorporate by reference the terms and conditions found in each of the Schedules marked on the Order Document

The Parties may execute, from time to time, additional Schedules under the terms of this Master Agreement.

1.3 Incorporation of Order Documents.

"Order Document" means the document(s), regardless of its actual name, executed by the Parties which incorporates by reference the terms of this Master Agreement and applicable Schedules, and describes Client's order-specific information, such as description of Software or Services ordered, license scope, use and restrictions, fees, milestones, and/or Third Party EULAs, if any.

At any time after execution of the initial Order Document, Client may purchase additional Software licenses or Services or otherwise expand the scope of such license or Services granted under an Order Document, upon MRI's receipt and acceptance of a new Order Document specifying the foregoing.

1.4 Incorporation of EULAs. Client's use of any Third Party Software licensed hereunder or incorporated in the SaaS Services shall be subject to, and Client shall comply with, the Agreement and any applicable EULAs, if any, the terms of which may be incorporated in the Agreement or contained in a separate document. As between Client and MRI, to the extent any terms and conditions of this Master Agreement or a Schedule conflict with the terms and conditions of a Third Party EULA, the terms and conditions of this Master Agreement and the Schedule shall control unless the Third Party EULA explicitly overrides a term or condition of the Master Agreement or Schedule. However, should a dispute arise between Client and the Third Party Software provider, the terms of the applicable Third Party EULA shall control but only to the extent MRI is not a party to such dispute. By way of example, if this Agreement is subject to Ohio Law and a Third Party EULA is subject to California law, a dispute among MRI, Client and the Third Party Software provider would be subject to Ohio law; but a dispute only between Client and the Third Party Software provider would be subject to California law. Each Third Party Software provider shall be considered a third party beneficiary of the Agreement, with rights to enforce the terms of the Agreement and the EULA, if any, against Client, pursuant to the terms of Section 10.14 below.

1.5 Administrators. For the purposes of this Agreement, "Administrators" means the individual so designated by Client on the Order Document. An Administrator has full administrative privileges for all Software and Services, including without limitation (i) creating, deleting or modifying databases or user accounts; (ii) creating, deleting, copying, restoring or requesting copies of databases; (iii) requesting security and audit reporting; (iv) security class modification; and (v) site modification. Once named, the Administrator(s) shall have sole authority to instruct MRI and make decisions on behalf of Client regarding Client's use of the Software or Services. MRI shall be entitled to rely upon any

representation of the Administrator(s) without further verification of authority. MRI may, from time to time, in its sole discretion, require written documentation of Client verifying the authority or continued authority of any Administrator, which Client shall provide upon request. At least one (1) Administrator must be a Designated Support Contact. An Administrator must be an employee of the Client.

1.6 Designated Support Contact. For the purposes of this Agreement, "Designated Support Contacts" means the Client employees so designated by Client on the Order Document. The Client shall have the number of Designated Support Contacts as designated on the Order Document. Only a Designated Support Contact shall be permitted to contact MRI for any Maintenance and Support services and shall have the authority to (i) log case requests; and (ii) receive status updates on cases. A Designated Support Contact must be an employee of the Client.

1.7 Client User. For the purposes of this Agreement, "Client User" means a Client employee or Client Affiliate, acting directly on behalf of Client and using the Software or Services solely for the purpose of the Client's internal business operations. If an Affiliate is a Client User, Client warrants that it has the authority to bind such Affiliate(s) to the terms of the Agreement and any applicable Schedule and further warrants that Client shall be jointly and severally responsible (with any such Affiliates) for a breach of such terms by its Affiliates. Client shall only permit Client Users to access and use any Software or Service and represents and warrants that all Client Users shall comply with the terms and conditions of use set forth in this Agreement and each such Client User shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement. Client shall indemnify and hold MRI harmless for all loss, damages, costs and expenses (including reasonable attorneys' fees) incurred by MRI for any breach or other violation of this Agreement by a Client User. An independent contractor, agent or other third party acting on behalf of Client may be deemed a Client User upon prior written consent of MRI, which MRI shall determine in its sole discretion, and may require such independent contractor, agent or other third party to certify with or enter contractual terms with MRI acceptable to MRI. In no event shall the combined use of the Software or Services hereunder by Client and its Client Users exceed the Licensed Metrics authorized under the applicable Order Document.

1.8 Owner. The Software is designed to be used for residential and/or commercial property management. If the Client is not the owner of such property or not the owner of all such properties for which the Software or any Service is utilized; but rather, Client is the manager for the owner of such property (with the non-Client property owner defined as "Owner"), then Client represents that Client either: (i) is entering this Agreement directly in privity with MRI; or (ii) is the duly appointed agent of the Owner and has the authority to enter into and perform the Agreement and use the Software and Services pursuant to the terms set forth in the Agreement. Client shall at all times be solely liable for the payment of all fees and the observance of all obligations, terms and conditions of the Agreement, regardless of any action, inaction or nonpayment by any Owner. Client shall keep MRI apprised in writing at all times of the identity and contact information of the Owner, and if Client's relationship changes with respect to the Owner (by way of example and not by way of limitation, such as if Client's agency or management relationship with Owner terminates). If Client's relationship with an Owner or a particular property terminates for any reason, Client shall continue to be liable for any and all fees related to such Owner or property regardless of when such fees are billed by MRI. Client shall immediately notify MRI in the event of any change in ownership or control (including any change in control pursuant to a management contract) of Client, Owner or any of the properties, sites, or communities authorized for use of any Software or SaaS Service. Client shall undertake all reasonable efforts to assist in deactivating the ability of any such sold or

transferred properties, sites and communities to use or benefit from any Software or SaaS Service. Client shall remain fully liable for the use of any Software or SaaS Service until proper notification is completed.

2. DEFINITIONS

“Affiliate” means an entity controlling, controlled by or under common control with a Party to the Agreement where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

“Client” means the entity that has entered into this Agreement with MRI. “Client” also refers to Affiliates authorized to use the Software and Services in accordance with Section 1.7.

“Client Data” means any data and information that Client provides, generates, transfers or makes available to MRI under the Agreement, whether printed, electronic, or in some other format. Client Data shall also include data and information belonging to Owner as well as Owner’s customers and Client’s customers.

“Content” means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access through MRI or the Software.

“Configurations” means, regardless of whether such Configurations are performed by MRI, Client or Client User, (i) configurations implemented through use of the MRI application toolkit or other MRI approved industry standard toolkit, and not through source code change, or (ii) modifications to standard services reports. Notwithstanding any other provision in the Agreement, if Client has Configurations performed by a third party, such third party must be qualified as a Client User pursuant to Section 1.7 prior to the disclosure of any MRI Confidential Information to such third party.

“Documentation” means the user instructions, release notes, Functional Specifications, manuals and on-line help files in the form generally made available by MRI, regarding the use of the applicable Software.

“Functional Specifications” means those specifications of the MRI Software’s functionality as set forth in the MRI Software LLC and Affiliated companies Functional Specifications, which may be found on www.mrisoftware.com/MRIfunctionalspecs.asp, which specifications may be updated from time to time by MRI upon posting new specifications at such web page address.

“Intellectual Property” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which MRI has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“License Metrics” means the limitation on the usage of each of the Software and Maintenance and Support services as designated and/or defined in the applicable Order Document by a term such as the number of leases, units, assets, users and the like.

“Maintenance and Support” includes (i) phone assistance and workarounds so that the Software operates in material conformance with the Functional Specifications, and (ii) Updates, all of which are provided under MRI’s Maintenance and Support Policies (as may be amended by MRI from time to time) in effect at the time the Support is provided. For the avoidance of doubt, Support excludes Professional Services.

“Maintenance and Support Policies” means those policies and procedures listed in the Maintenance and Support Policies, that may also be found on MRI’s website at

www.mrisoftware.com/maintenanceandsupport, which may be subject to update by MRI from time to time.

“MRI Software” means each MRI-developed and/or MRI-owned software product in machine readable object code (not source code), the Documentation for such product, and any Updates and Upgrades thereto (if purchased by Client).

“Owner” is defined in Section 1.8.

“Professional Services” means data conversion, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, training, project management and other consulting services.

“Protected Materials” means Software, Content, Services, Configurations, license keys and MRI’s or its licensors’ Intellectual Property or Confidential Information.

“SaaS Services” the provision of the Software and/or Content as a service which is hosted by MRI or its hosting providers and which is accessed by Client via the internet, as more fully described in the SaaS Services Schedule and associated Order Document(s).

“Services” means collectively (i) the Professional Services; (ii) Maintenance and Support, and (iii) SaaS Services.

“Software” means collectively the MRI Software and Third Party Software.

“Third Party EULA” or “EULA”: the end user license agreement, if any, that accompanies or pertains to the Third Party Software, and that is incorporated into the Agreement, appended to the Order Document or is otherwise published by the third party supplier, and which governs the use of or access by Client to the applicable Third Party Software. A current list of Third Party EULAs may be found at www.mrisoftware.com/EULA, which may be updated from time to time.

“Third Party Software” means software in object code form, including Documentation, Updates and Upgrades (if purchased by Client), owned by an entity other than MRI which are to be provided to Client by MRI on a pass-through, reseller or OEM basis pursuant to the terms of the EULA.

“Updates” means a new version of the Software, if and when developed after the effective date of the Order Document, which MRI makes generally available to its customers as part of the Maintenance and Support. Updates include bug fixes, patches, error corrections, non-new platform changes, or minor modifications or revisions to the Software that enhance existing performance. Updates exclude Upgrades and new products, modules or functionality for which MRI generally charges a separate fee.

“Upgrade” means a new Software release that may contain (i) new applications; (ii) major functionality enhancements or improvements; and/or (iii) a new platform, which MRI designates as an Upgrade and for which MRI charges a separate license fee or, at MRI’s election, new modules or products, or major releases that include significant feature enhancements or significant architectural modifications for which MRI charges an incremental upgrade fee.

3. FINANCIAL TERMS

3.1 Fees and Payment Terms. Fees are specified in the applicable Order Document. Fees are exclusive of, and Client is responsible for, shipping costs.

Payment of all fees is due thirty (30) days after the invoice date, unless otherwise agreed in the Order Document. Client is responsible for providing an accurate billing contact on the Order Document and updating that billing contact as needed from time to time such that MRI always has an accurate billing contact for Client. If Client fails to make payments of any fees due under the Agreement, Client shall be in material breach of this Agreement. MRI will be entitled to suspend its performance upon ten (10) days’ written notice to Client and/or to modify the payment terms, and to require full payment before any additional performance is rendered by MRI. Notwithstanding any of MRI’s rights enumerated in Sections 3.1 or 9 of this Master Agreement, if MRI terminates in accordance with Section 9.2, MRI may accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable Order Document are immediately due and owing. Client shall be responsible to pay any collection expenses



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(including attorneys' fees) incurred by MRI. Unless expressly provided otherwise, fees paid or payable for Software licenses, SaaS Services or Maintenance and Support are not contingent under any circumstances upon the performance of any Professional Services.

3.2 Taxes. Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Client agrees to pay any taxes, other than those based on MRI's net income, arising out of the Agreement. If Client is tax-exempt, Client agrees to send MRI a copy of its tax-exempt certificate prior to execution of a Schedule. Client agrees to indemnify MRI from any liability or expense incurred by MRI as a result of Client's failure or delay in paying taxes due.

3.3 Travel Expenses. In the event that MRI must travel to provide Services, the MRI shall notify Client of any applicable expenses to be incurred by Client prior to such expenses being incurred.

4. CONFIDENTIALITY

4.1 Defined. By virtue of the Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which by its nature ought to be in good faith considered confidential and proprietary to the disclosing Party ("Confidential Information"). To the extent permitted under applicable law, Confidential Information of MRI and/or its licensors includes all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or Services, product roadmap, data and other information of MRI and its licensors relating to or embodied in the Software or Documentation. MRI's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of MRI. Notwithstanding the foregoing, nothing described herein shall be deemed to be prohibited from disclosure under the Public Records Act (Government Code section 6250-6276.48) but only to the extent required under the law; provided, however, that the records are not exempt from disclosure.

4.2 Non-Disclosure. Each Party will protect the other Party's Confidential Information from unauthorized use or dissemination and use the same degree of care that each such Party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither Party will use Confidential Information of the other Party for purposes other than those necessary to directly further the purposes of the Agreement. Neither Party will disclose to third parties Confidential Information of the other Party without prior written consent of such other Party. Notwithstanding anything in this Agreement to the contrary, Client agrees that, upon request by Owner, MRI may communicate directly with the Owner about all aspects of the Agreement, the Client Data, and any other Client Confidential Information, if applicable.

4.3 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was rightfully in the receiving Party's possession before receipt from the disclosing Party free of any obligation to keep it confidential; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party.

4.4 Compelled Disclosure. The receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law, including without limitation the Public Records Act to do so; provided the receiving Party gives the disclosing Party sufficient prior notice of such compelled disclosure (to the extent legally permitted) to permit the disclosing Party a reasonable opportunity to object to the compelled disclosure and to allow the disclosing Party the opportunity to seek a protective order or other appropriate remedy. The receiving Party shall provide reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

4.5 Remedy/Injunctive Relief. The Parties acknowledge that disclosure

of any Confidential Information may give rise to irreparable injury to the Party whose information is disclosed, which injury may be inadequately compensated in damages. Therefore, either Party may seek injunctive relief against the other Party's breach or threatened breach of this Section 4 as well as any other legal remedies that are available.

5. PRIVACY

Client represents and warrants that before providing non-public personal or financial information to MRI or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with MRI under the Agreement. Notwithstanding anything in this Agreement to the contrary, Client hereby grants to MRI a perpetual, non-cancelable, worldwide, non-exclusive right to utilize any data that arises from the use of the Products by Client whether disclosed on or prior to the Effective Date for any legitimate business purpose, including the right to sublicense such data to third parties, on an anonymous or aggregate basis only, subject to all legal restrictions regarding the use and disclosure of such information.

If the Client provides personal data to MRI, then Client hereby acknowledges that it has obtained the legally required consents to such provisions of personal data, and Client shall ensure that it complies with all applicable laws that apply to Client as the data controller of such personal data in connection with the data transfer MRI will take reasonable measures to protect the security of such personal data transferred by Client to MRI.

6. LIMITED RIGHTS AND OWNERSHIP

6.1 Reservation of Rights. All rights not expressly granted in the Agreement are reserved by MRI and its licensors. Client acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Client acquires only the right to use the Protected Materials and MRI, its licensors, and Content providers shall retain sole and exclusive ownership of all rights, title, and interest in the Protected Materials, including (whether developed by MRI, Client, Client User, or other third party) (a) Intellectual Property embodied in or associated with the Protected Materials, (b) deliverables and work product associated with the Protected Materials, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure thereof, constitute valuable trade secrets of MRI and its licensors. Client hereby assigns to MRI all right, title and interest in and to Configurations developed by Client, Client User or by any other third party on behalf of Client; however, Client shall retain a license to use such Configurations for so long as Client retains a license to use the Software or SaaS Services, as applicable, used in conjunction with such Configurations. Client agrees to secure and protect the Protected Materials consistent with the maintenance of MRI's and its licensors' rights therein, as set forth in this Master Agreement. Client agrees to execute such further instruments, and take such further actions as MRI may reasonably request, at MRI's expense, to apply for, register, perfect, confirm, and protect MRI's rights. Client shall reimburse MRI for any and all expenses that MRI may incur (including interest, attorneys' fees and other legal expenses) in connection with MRI's efforts to enforce its rights against Client with respect to the Protected Materials, or any of MRI's Intellectual Property rights in the event MRI prevails in such enforcement efforts.

6.2 Restrictions. Client shall not itself, or through any Affiliate, Client User, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host (except Client shall be permitted to host the MRI Software with respect to a perpetual software license), lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client Users; (iv) write or develop any derivative works based upon the Protected Materials, except for authorized Configurations; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis, other than on behalf of



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Owner, if applicable; (vii) disclose or publish, without MRI's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

6.3 Client Data. Notwithstanding anything in this Agreement to the contrary, Client and/or Owner retains sole and exclusive ownership to any and all Client Data.

6.4 License Grant by Client. Client grants to MRI a non-exclusive, royalty free license to use equipment, software, Client Data or other material of Client solely for the purpose of performing MRI's obligations under the Agreement.

6.5 Enforcement. Client shall (i) ensure that all users of Protected Materials comply with the terms and conditions of the Agreement, (ii) promptly notify MRI of any actual or suspected violation thereof and (iii) cooperate with MRI with respect to investigation and enforcement of the Agreement. The Software contains code-based protections that serve to prevent and remedy violations of the license restrictions. If the Software is hosted on Client's technology systems, MRI may access the Software remotely in order to ensure Client's compliance with the license terms and other restrictions of the Agreement.

7. INDEMNIFICATION

7.1 Intellectual Property Infringement. MRI will defend or settle, at its option and expense, any action, suit or proceeding brought against Client by a third party that the MRI Software or SaaS Services infringe a third party's USA patent, registered copyright, or registered trademark ("IP Claim"). MRI will indemnify Client against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such IP Claim, provided that Client: (i) promptly gives written notice of the IP Claim to MRI; (ii) gives MRI sole control of the defense and settlement of the IP Claim (provided that MRI may not settle or defend any MRI Claim unless it unconditionally releases Client of all liability) (iii) provides MRI, at MRI's expense, with all available information and assistance relating to the IP Claim and cooperates with MRI and its counsel; and (iv) does not compromise or settle such IP Claim

7.2 Indemnification Exceptions. MRI has no obligation to the extent any IP Claim results from: (i) Client having modified the MRI Software or SaaS Services or used a release other than a current unaltered release of the MRI Software, if such an infringement would have been avoided by the use of a current unaltered release of the MRI Software, (ii) Content and/or any Third Party Software, (iii) Configurations or (iv) the combination, operation or use of the MRI Software or SaaS Services with software or data not provided by MRI.

7.3 Infringement Remedies. If it is adjudicated that an infringement of the MRI Software or SaaS Service by itself and used in accordance with the Agreement infringes any USA patent, registered copyright, or registered trademark, MRI shall, at its option: (i) procure for Client the right to continue using the MRI Software or SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) MRI shall terminate the applicable license or Service and shall refund to Client (a) with respect to a perpetual license to the MRI Software, the license fees for the affected Software, less 1/12 thereof for each month or portion thereof since the original Effective Date, or (b) with respect to SaaS Services and/or limited term Software licenses, the pre-paid portion of the SaaS Services or term license fees paid to MRI for the affected MRI Software or Service. SECTIONS 7.1, 7.2 AND 7.3 STATE MRI'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

7.4 Client Indemnification. Client shall defend MRI against any claim, demand, suit, or proceeding made or brought against MRI by a third party arising out of or related to (i) the Client Data; (ii) Client's or its users' use of the Software or the SaaS Services in violation of the Agreement; (iii) Client or any user infringing or misappropriating the Intellectual Property rights of a third party or violating applicable law; or (iv) Client's or its users' use or misuse of the Software or SaaS Service or Client's or its users' use or misuse of the Client Data (including, without limitation, accessing, providing access, using or distributing the Client Data) (each of the above a "Client Claim"). Client shall indemnify MRI for all damages and costs finally awarded against, and for reasonable attorneys' fees incurred by, MRI in connection with any Client Claim, or those costs and damages agreed to in a monetary settlement of such Client Claim; provided that MRI (a)

promptly gives Client written notice of the Client Claim, (b) gives Client sole control of the defense and settlement of the Client Claim (provided that Client may not settle or defend any Client Claim unless it unconditionally releases MRI of all liability), and (c) provides Client all reasonable assistance, at Client's cost. For purposes of this Section 7.4 only, "MRI" shall include MRI and its Affiliates, and each of their members, owners, officers, directors, employees, agents, successors and assigns.

8 DISCLAIMERS AND LIMITATION OF LIABILITY.

8.1 Disclaimer of Warranties. THE WARRANTIES, IF ANY, SET FORTH IN THE SCHEDULES ARE IN LIEU OF, AND MRI, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, SAAS SERVICE, CONTENT, DELIVERABLES OR OTHER SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY MRI, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. ALTHOUGH CERTAIN OF THE SOFTWARE AND CONTENT MAY BE DESIGNED TO HELP CLIENTS COMPLY WITH APPLICABLE LAWS AND REGULATIONS, MRI HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE SOFTWARE AND CONTENT IN THIS REGARD; MOREOVER, VARIOUS STATE LAWS MAY APPLY, AND THE SOFTWARE DOES NOT INCORPORATE STATE LAW REQUIREMENTS. ALL SUCH LAWS AND REGULATIONS MAY CHANGE FROM TIME TO TIME, AND THE SOFTWARE AND CONTENT MAY NOT BE UPDATED TO REFLECT SUCH CHANGES. CLIENT SHOULD CONSULT AN ATTORNEY WITH RESPECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

8.2 Connection Over Internet. CLIENT ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CLIENT DATA. ACCORDINGLY, MRI CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8.3 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, MRI'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THE AGREEMENT) TO CLIENT FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THE AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 7 (Indemnification), WILL BE LIMITED TO (i) WITH RESPECT TO PERPETUAL SOFTWARE LICENSES OR PROFESSIONAL SERVICES, THE FEES PAID BY CLIENT FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM LESS 1/36 THEREOF FOR EACH MONTH OR PORTION THEREOF SINCE THE EFFECTIVE DATE AND (ii) WITH RESPECT TO SAAS SERVICES, TERM LICENSES AND MAINTENANCE AND SUPPORT, THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.4 Third Party Software and Content. WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR CONTENT PROVIDED TO CLIENT UNDER THE AGREEMENT, INCLUDING ANY MODULES OF THE SAAS SERVICES THAT MAY CONTAIN THIRD PARTY SOFTWARE OR CONTENT, CLIENT AGREES THAT (i) MRI MAY ADD AND/OR SUBSTITUTE FUNCTIONALLY EQUIVALENT PRODUCTS FOR ANY THIRD PARTY SOFTWARE IN THE EVENT OF PRODUCT UNAVAILABILITY, END-OF-LIFE, OR CHANGES TO SOFTWARE REQUIREMENTS; (ii) THE PROVISION OF CONTENT IS SUBJECT TO AVAILABILITY FROM THIRD PARTY CONTENT PROVIDERS AND MRI SHALL HAVE NO LIABILITY SHOULD SUCH CONTENT BECOME UNAVAILABLE FOR ANY REASON OR IS NO LONGER AVAILABLE UNDER REASONABLE COMMERCIAL TERMS; (iii) CLIENT'S USE OF ANY THIRD PARTY SOFTWARE SHALL BE SUBJECT TO, AND CLIENT AND USERS SHALL COMPLY WITH, THE AGREEMENT AND ANY APPLICABLE THIRD PARTY EULAS; (iv) MRI MAKES NO WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY CONTENT; AND (v) CLIENT'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY SOFTWARE SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO MRI, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. CONTENT AND THIRD PARTY SOFTWARE ARE MADE AVAILABLE ON AN "AS IS, AS AVAILABLE" BASIS.

8.5 No Spectral Damages. IN NO EVENT WILL MRI BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT MRI HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.6. RESERVED.

8.7 Survival. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

9. TERM AND TERMINATION

9.1 Term. The term of this Master Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder.

9.2 Termination. Either Party may terminate the Agreement including all Schedules immediately upon written notice in the event that the other Party commits a non-remediable material breach of the Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of such breach.

Where a Party has a right to terminate the Agreement, the non-breaching Party may at its discretion either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the terms of this Master Agreement.

9.3 Post-Termination Obligations. Following termination of the Agreement or a Schedule (for whatever reason), Client shall certify that it has returned or destroyed all copies of the applicable Software, Content and Confidential Information of MRI and acknowledges that its rights to use the same are relinquished. Termination of this Agreement for any reason shall not excuse Client's obligation to pay in full any and all amounts due, nor shall termination by MRI in accordance with Section 9.2 result in a refund of fees paid. Client shall use its commercially reasonable efforts to remove all Client Data from any Software or SaaS Service prior to termination of the Agreement or applicable Schedule. Client may engage MRI to assist Client in removing such Client Data at MRI's then standard rates. If any Client Data remains in the Software or SaaS Service more than 30 days after the effective date of termination, MRI may, in its sole discretion and without notice, delete any and all Client Data. At any time before or after termination, if an Owner requests that any Client Data be provided directly to such Owner, Client agrees that MRI may transfer such Client Data directly to such Owner, and that MRI shall not be liable for any damages that result from the transfer of Client Data to an Owner.

10. GENERAL PROVISIONS

10.1 Publicity. Client may not use the name, logo or otherwise of MRI in any publicity without the prior written approval of MRI, which approval shall not be unreasonably withheld. Each Party shall complete its review of any proposed materials or activities submitted by the other Party within ninety (90) business days of its receipt of such materials from the other Party.

10.2 Force Majeure. Neither Party shall incur any liability to the other Party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the Party seeking protection under this Section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.3 Assignment. MRI may assign the Agreement and all of its rights and obligations herein without Client's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or

assets to another entity. Neither Party may otherwise assign or transfer the Agreement without the prior written consent of the other Party.

10.4 Notice of U.S. Government Restricted Rights. If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.5 Export. Client shall comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that the Software is not exported, directly or indirectly, in violation of those laws.

10.6 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, Client will not employ or solicit for employment directly or through other parties, without the MRI's written permission, any individual employed by MRI. If a Party breaches this Section 10.6, such Party shall pay to the non-breaching Party a sum equal to 150% of the hired employee's annual salary while such employee was employed by the non-breaching Party, and such payment shall be made within 30 days of hiring such employee.

10.7 Compliance. During the term of this Master Agreement and for a period of one year following its termination, Client shall maintain and make available to MRI records sufficient to permit MRI or an independent auditor retained by MRI to verify, upon thirty (30) days' written notice, Client's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. Client shall promptly cure any such noncompliance, including without limitation through the payment of any and all fees owed to MRI during the period of noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of MRI's termination rights. Client acknowledges that the Software may include a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager's operation.

10.8 Notices. Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, or by certified mail, to the address of the Parties first set forth in the Agreement or to such other address of the Parties designated in writing in accordance with this subsection.

10.9 Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.10 Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.11 Survival. The following provisions will survive any termination or expiration of the Agreement or a Schedule: Sections 1, 2, 3, 4, 6.1, 6.2, 6.5, 7, 8, 9, and 10.

10.12 No Waiver. Any waiver of the provisions of the Agreement or of a Party's rights or remedies under the Agreement must be in writing and include a signature by an authorized representative of each Party to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by either of the Parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. Failure, neglect, or delay by a Party to enforce the provisions of the



Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such Party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such Party's right to take subsequent action.

10.13 Entire Agreement. The Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter as well as any prior contractual agreements between the Parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each Party. All pre-printed terms of any Client purchase order or other Client business processing document shall have no effect. Each Party represents and warrants to the other that: (i) it has full power, authority, and legal right to execute, deliver, and perform this Agreement, (ii) each signor is duly authorized and has legal capacity to execute and deliver this Agreement and (iii) this Agreement constitutes the legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

10.14 No Third Party Beneficiaries. This Agreement is for the benefit of the Parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a Party, any client of a Party, or any employee of a client of a Party. Notwithstanding the above, the Parties acknowledge that all rights and benefits afforded to MRI under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

10.15 Governing Law and Venue. Each Party irrevocably waive its rights to trial by jury in any action or proceeding arising out of or relating to this Agreement or the transactions relating to its subject matter. The Parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on

Contracts for the International Sale of Goods.

10.16 Legal Fees and Costs. In the event of a dispute between the Parties regarding the enforcement of the Agreement, the prevailing Party in such dispute will be entitled to collect from the other Party the prevailing Party's reasonable legal fees and costs.

10.17 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Schedule, the provisions of this Master Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Master Agreement.

In the event of a conflict between an Order Document and the Master Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

10.18 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a Party based on the author of the document.

10.19 Counterparts. The Master Agreement and each Schedule shall only be executed by original signatures.

10.20 Treatment in the Event of Bankruptcy of Client. The Parties acknowledge and agree that this Agreement is an executory contract as such term is defined in section 365 of the United States Bankruptcy Code ("USBC"). The Parties further acknowledge and agree that the Agreement does not provide a license of intellectual property as defined in section 101(35) of the USBC and that the provisions of Section 365(n) of the USBC are therefore not applicable. Client acknowledges that MRI will be harmed if this Agreement was assigned to a competitor, direct or indirect, or any other party whose use of MRI Software or Services pursuant to the Agreement would be detrimental to the business and rights of MRI, and Client hereby grants MRI the right to consent to any proposed assignment of this Agreement in a bankruptcy and that the rights of consent to the assignment provided in section 365(c)(1) of the USBC shall be applicable to any proposed assignment of this Agreement in any bankruptcy case filed by Client.

END OF MASTER AGREEMENT

SAAS SERVICES SCHEDULE

This SaaS Services Schedule is entered into between MRI Software LLC ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this SaaS Services Schedule to be effective as of the Effective Date, as defined in the Order Document

1. DEFINITIONS

Additional defined terms specific to this Schedule:

"Error": a material failure of a hosted MRI Software to conform to its Functional Specifications that is reported by Client to and replicable by MRI.

"Malicious Code: computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2. TERM; RENEWAL; TERMINATION.

2.1 **Term and Renewal.** SaaS Services commence on the date specified in the Order Document and continue for the term set forth in the Order Document ("Initial Term"). Following the end of the Initial Term, the Agreement shall automatically expire and Client will lose all access to the SaaS Services, unless the Parties have an executed agreement in place to continue services (a "Renewal Term"). For all Renewal Terms, Client shall be required to migrate to the then latest Upgrade of the hosted Software. The pricing for the first twelve (12) months of any Renewal Term shall be provided by MRI in writing no less than ninety (90) days prior to the end of the Initial Term. For the purposes of the pricing notice in this Section, email or first-class mail will suffice. The Initial Term and Renewal Terms are collectively referred to as the "Term".

2.2 **Termination.** This Schedule may be terminated for cause by either Party in accordance with Section 9 of the Master Agreement. Sections 1 and 2 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule. Upon termination of the SaaS Services, and provided Client is not in breach of any of its obligations under the Agreement, MRI will, upon Client's written request and payment of the applicable fees, provide a backup copy of Client's Data (a then-current fee schedule will be provided upon request).

3 GRANT OF USE

Subject to the timely payment of the applicable fees, the terms of this Schedule and the Master Agreement, MRI grants to Client, for the Term, the right to access and use the SaaS Services, as more fully described in the Order Document, solely for Client's internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in Section 6.2 of the Master Agreement.

SaaS Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall have the same term as the then applicable Term. Unless stated otherwise in the Order Document, fees are based on Services and License Metrics purchased and not actual usage.

4 SERVICES

4.1 **SaaS Environment.** Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client's Internet access.

4.2 **SaaS Service Availability.** MRI shall use commercially reasonable efforts to make the SaaS Services available twenty-four (24) hours a day, seven (7) days a week, except for: (a) Scheduled Maintenance; (b) Client Error Incidents; (c) Emergency Maintenance; (d) any unavailability caused by circumstances beyond MRI's reasonable control, including without limitation, Force Majeure Events; and (e) Internet service provider failures or delays. Scheduled Maintenance is defined as any maintenance performed during MRI's then-current standard maintenance windows and any other maintenance of which Client is given at least forty-eight (48) hours advance notice. MRI may perform maintenance on some or all of the SaaS Service in order to upgrade hardware or software that operates or supports the SaaS

Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the SaaS Service. Client Error Incident is defined as any SaaS Service unavailability related to Client's applications, Client Data, or Client's equipment, or the acts or omissions of any user of the SaaS Service. Emergency Maintenance means downtime of the SaaS Service due to the application of urgent patches or fixes, or other urgent maintenance, recommended by MRI's vendors, that is performed outside of Scheduled Maintenance.

Client acknowledges that MRI does not control the transfer of data over telecommunications facilities, including the Internet. MRI does not warrant secure operation of the SaaS Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. MRI is not responsible for any delays, delivery failures, or other damage resulting from such problems.

4.3 **Maintenance and Support Services.** MRI will provide to Client the Maintenance and Support services for the Maintenance and Support plan indicated in the Order Document, under MRI's Maintenance and Support policies in effect at the time the Services are provided for the level of Services ordered. MRI shall be entitled to suspend or terminate Maintenance and Support Services in accordance with the suspension for non-payment process outlined in the Master Agreement. MRI shall manage and install all Updates and Upgrades of the hosted Software.

Updates are provided when and if available, and MRI is under no obligation to develop any future programs or functionality. MRI is under no obligation to provide Maintenance and Support with respect to: (i) Software that has been altered or modified by anyone other than MRI or its licensors; (ii) a release for which Maintenance and Support has been discontinued; (iii) Software used other than in accordance with the Documentation; (iv) discrepancies that do not significantly impair or affect the operation of the SaaS Services; (v) any systems or programs not supplied by MRI; or (vi) Configurations. For the avoidance of doubt, Updates provided under Maintenance and Support services do not include custom development, Upgrades, or Configurations regardless of whether such Configurations are performed by MRI or by Client. MRI reserves the right to charge Client for any reintegration work required to make Configurations compatible with future versions/releases.

If an Error was corrected or is not present in a more current version of the Software, MRI shall have no obligation to correct such Errors in prior versions of the Software.

Maintenance and Support is provided for all Software, unless otherwise noted in the Order Document; provided, however, that with respect to Third Party Software, MRI's obligation is limited to using commercially reasonable efforts to obtain Maintenance and Support from the third party owner of such Software.

4.4 **Backups and Restoration Services.** Provided Client is not otherwise in breach of the Agreement, MRI will provide backup copies and/or database restoration, upon written request and subject to Client's payment of applicable fees for such service (a then-current fee schedule will be provided upon request).

4.5 **Exclusions.** Fees for SaaS Services do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services.

5 CERTAIN OBLIGATIONS

5.1 **Passwords; Security.** Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Client is entirely responsible for any and all activities that occur under Client's account. Client agrees to immediately notify MRI of any unauthorized use of Client's account or any other breach

of security known to Client. MRI shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. MRI will maintain Client passwords as confidential and will not disclose them to third parties.

5.2 Client Data. Client shall be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

5.3 Acceptable Use. Client acknowledges and agrees that MRI does not monitor or police the content of communications or data of Client or its users transmitted through the Services, and that MRI shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains Malicious Code; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Client further agrees not to interfere or disrupt networks connected to the Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. MRI may remove any violating content posted on the Services or transmitted through the Services, without notice to Client. MRI may suspend or terminate any user's access to the SaaS Services upon notice in the event that MRI reasonably determines that such user has violated the terms and conditions of this Schedule.

6. WARRANTIES AND DISCLAIMER

6.1 Limited Warranty. During the Term, MRI warrants that the hosted MRI Software supplied to Client as part of the SaaS Services will be free of Errors.

6.2 Remedies. If the hosted MRI Software does not perform as warranted, MRI shall use commercially reasonable efforts to correct such Errors, as Client's exclusive remedy for any claim under this warranty. Client shall promptly notify MRI in writing of its claim. Provided that such claim is determined by MRI to be MRI's responsibility, MRI shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRI, then MRI or Client may terminate the affected SaaS Service, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected SaaS Service. The preceding warranty cure shall constitute MRI's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the SaaS Service, Client waives all rights for the applicable warranty cure set forth herein.

6.3 Exclusions. MRI is not responsible for any claimed breach of any warranty set forth in Section 6.1 caused by: (i) modifications made to the hosted MRI Software by anyone other than MRI; (ii) the combination, operation or use of the hosted MRI Software with any items not certified by MRI; (iii) MRI's adherence to Client's specifications or instructions; (iv) Errors caused by or related to internet connections; (v) Client deviating from the hosted MRI Software operating procedures described in the Documentation; or (vi) Errors caused by Configurations.

END OF SAAS SERVICES SCHEDULE

LIMITED SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

This Limited Software License and Maintenance and Support Schedule is entered into between MRI Software LLC ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Limited Software License and Maintenance and Support Schedule to be effective as of the Effective Date, as defined in the Order Document.

1. DEFINITIONS

Additional defined terms specific to this Schedule:

"Certified Operating Environment" or "COE" means hardware, operating system, middleware, database products and other software on which the Software will operate, as set forth on www.mrisoftware.com/COE which may be updated from time to time by MRI upon posting new COE requirements at such web page address.

"Delivery Date" means (i) for electronic delivery: the date(s) on which each MRI Software is made available to Client for electronic download on MRI's FTP site; or (ii) for physical delivery: the date(s) on which the Software, as contained in a physical media, is delivered to the common carrier for shipment to Client; whichever such date occurs first.

"Error" means a material failure of the MRI Software to conform to its Functional Specifications that is reported by Client to and replicable by MRI.

"Territory" means the certain geographic areas, specified in the Order Document, in which the Software may be used.

2. LICENSE

2.1 License Grant. Subject to the terms and conditions of this Schedule, the Order Document and the Master Agreement including without limitation the restrictions set forth in Section 6.2 of the Master Agreement and timely payment of the applicable fees, MRI hereby grants to Client a limited, non-exclusive, personal, non-sublicensable, and non-transferable license for the Term of this Agreement (subject to MRI's termination rights as set forth herein) to (i) install, run and use the Software listed in the Order Document in the COE and in the Territory, solely for Client's own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software. The Software shall not be simultaneously loaded and operated on more than one hardware platform. Upon timely payment of all fees, Client shall receive an annual license key refresh.

The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Unless stated otherwise in the Order Document, fees are based on License Metrics purchased and not actual usage.

2.2 Third Party Software. Use of the Third Party Software, if any, is subject to all terms and conditions of the applicable Third Party EULA, if any. Client shall use the Third Party Software solely in conjunction with the MRI Software and Client shall have no broader use rights with respect to the Third Party Software than it has to the MRI Software.

2.3 Copies. Notwithstanding any other provision in the Agreement, the license grant in Section 2.1 herein is for one (1) production copy and up to two (2) back-up copies. The back-up copies may be used by Client for testing, back-up or other non-production purposes. Client shall not use the back-up copies or any other copy of the Software for production purposes. If MRI determines, in its reasonable discretion, that Client is using multiple production copies in violation of the Agreement, MRI may, in addition to any other remedies available to MRI under the Agreement, invoice Client the then current license fee for each additional production environment improperly in use by Client, which invoice Client shall be obligated to pay in full within thirty (30) calendar days of such invoice date. All Intellectual Property rights notices must be reproduced and included on any copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform MRI in writing of such number and location upon request.

2.4. Delivery. Upon execution by Client; and receipt by MRI of (i) the applicable Order Document; and (ii) a purchase order from Client, a downloadable machine-readable copy of the Software, the applicable downloadable license keys, and a downloadable machine-readable copy of the Documentation shall be delivered to Client. If Client requires physical delivery, shipment of Software, Documentation and applicable license keys is F.O.B Origin and includes one (1) production copy and one (1) back-up copy.

3. MAINTENANCE AND SUPPORT SERVICES

3.1 Subject to Client's timely payment of applicable Maintenance and Support fees, MRI will provide to Client the Maintenance and Support services for the Maintenance and Support plan indicated in the Order Document during the specified period. All licenses in Client's possession must be supported under the same Maintenance and Support plan.

3.2 Updates are provided if and when available and MRI shall notify Client of the availability of such Updates solely by posting such Updates on MRI's client portal. MRI is under no obligation to develop any future programs or functionality. MRI is under no obligation to provide Maintenance and Support with respect to: (i) Software that has been altered or modified by anyone other than MRI or its licensors; (ii) a release for which Maintenance and Support has been discontinued; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; (v) any systems or programs not supplied by MRI; or (vi) Configurations.

For the avoidance of doubt, Updates provided under Maintenance and Support services are subsequent maintenance releases to the standard MRI Software, excluding Upgrades, custom development or Configurations regardless of whether such Configurations are performed by MRI or by Client, Client User or a third party. MRI reserves the right to charge Client for any reintegration work required to make Configurations compatible with future versions/releases.

If an Error was corrected or is not present in a more current version of the Software, MRI shall have no obligation to correct such Errors in prior versions of the Software.

3.3 Maintenance and Support is provided for all Software, unless otherwise noted in the Order Document; provided however that with respect to Third Party Software, MRI's obligation is limited to using commercially reasonable efforts to obtain Maintenance and Support from the third party owner of such Software. MRI shall be entitled to suspend or terminate Maintenance and Support Services in accordance with the suspension for non-payment process outlined in the Master Agreement.

Maintenance and Support starts on the Effective Date and continues through the expiration of the initial term set forth in the Order Document ("Initial Term"). Following the end of the Initial Term, the Agreement shall automatically expire and Client will lose all access to the SaaS Services, unless the Parties have an executed agreement in place to continue services (a "Renewal Term"). For all Renewal Terms, Client shall be required to migrate to the then latest Upgrade of the hosted Software. The pricing for the first twelve (12) months of any Renewal Term shall be provided by MRI in writing no less than ninety (90) days prior to the end of the Initial Term. For the purposes of the pricing notice in this Section, email or first-class mail will suffice. The Initial Term and Renewal Terms are collectively referred to as the "Term".

3.4 In the event that Client's Maintenance and Support is not renewed and is later reinstated, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance and Support fee that would

have been payable during the period of lapse. In order to reinstate Maintenance and Support, Client must Upgrade its Software to the most current release and pay for any applicable Upgrade fees:

3.5 If ordered by Client, Maintenance and Support must be ordered for all Software and all associated License Metrics licensed by Client and its Affiliates. Client may not purchase or renew Maintenance and Support for less than all of the Software licensed by Client.

3.6 Fees for Maintenance and Support do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

3.7 It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in additional Maintenance and Support fees if service requests are deemed excessive as a result of insufficient training, at MRI's discretion.

3.8 The System will need to be installed on Client's servers and technology infrastructure. If utilizing Professional Services or Maintenance and Support in the installation of the System, Client shall ensure that MRI's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. MRI alone shall decide whether access to the System is sufficient for Maintenance and Support purposes. Certain functionality of the System may require connections to or interaction with MRI after such System is running on Client's infrastructure, and Client agrees to permit and facilitate such connections and interaction. "System" means the total complement of hardware and Software furnished and/or maintained by MRI.

4. WARRANTIES AND DISCLAIMERS

4.1 Limited Warranty. MRI warrants that, for a period of sixty (60) calendar days from the Delivery Date of the initial version of the MRI Software, the MRI Software, as updated and used in accordance with

the Documentation and in the COE, will be free of Errors.

4.2 Remedies. If the MRI Software does not perform as warranted, MRI shall use commercially reasonable efforts to correct such Errors, as Client's exclusive remedy for any claim under this warranty. Client shall promptly notify MRI in writing of its claim within the warranty period. Provided that such claim is determined by MRI to be MRI's responsibility, MRI shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRI, then MRI or Client may terminate the affected MRI Software license and Client will be entitled to a refund of the license fees paid for the affected MRI Software. The preceding warranty cure shall constitute MRI's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the license for the affected portion of the MRI Software, Client waives all rights for the applicable warranty cure set forth herein.

4.3 Exceptions. MRI is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the MRI Software by anyone other than MRI; (ii) the combination, operation or use of the MRI Software with any items that are not part of the COE; (iii) Client's failure to use any new or corrected versions of the MRI Software made available by MRI; (iv) MRI's adherence to Client's specifications or instructions; (v) Client deviating from the MRI Software operating procedures described in the Documentation or (vi) Errors caused by Configurations.

4.4 Third Party Software. MRI warrants that it is an authorized distributor of the Third Party Software.

5. TERMINATION

5.1 This Schedule and the licenses granted hereunder may be terminated by either Party for cause in accordance with section 9 of the Master Agreement. Section 1 and 5 hereof and the surviving provisions of the Master Agreement shall survive any such termination.

.....
END OF LIMITED SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule is entered into between MRI Software LLC ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Professional Services Schedule to be effective as of the Effective Date, as defined in the Order Document.

1. SERVICES

1.1 Work Authorizations/Statements of Work. MRI will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations, statements of work or Order Documents (individually and collectively an "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Schedule, in the event of a conflict between the terms of this Schedule and the terms of a SOW, the terms of this Schedule shall prevail.

1.2 Change Orders. Either party may propose a change order to add to, reduce or change the Professional Services ordered in the SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to MRI, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

1.3 Costs. Professional Services shall be provided on a time and materials ("T&M") basis at MRI's T&M rates in effect at the time the Professional Services are performed, unless otherwise specified in the applicable Statement of Work. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Client's budgeting and MRI's resource scheduling purposes and not a guarantee that the work will be completed for that amount. If Client wishes the MRI personnel to perform Professional Services at Client site, Client agrees it shall give MRI at least two (2) weeks' prior notice so MRI can make appropriate travel arrangements. Professional Services performed at Client's site shall be billed to Client in minimum increments of eight (8) hours per MRI employee. Fees are based on services, including training services, provided during normal MRI business hours, Monday through Friday, 8:00 a.m. - 7:00 p.m. local time (MRI holidays excluded). Professional Services provided by MRI outside of normal MRI business hours will be subject to a premium service charge of one and one-half of the standard MRI list price for such services.

1.4 Delays/Costs Overruns. In the event of any delay in Client's performance of any of the obligations set forth herein or any other delays caused by Client, the milestones, fees and date(s) set forth in the SOW shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions of Section 1.2 above.

2. PROJECT MANAGEMENT

2.1 Responsibility. MRI shall be responsible for securing, managing, scheduling, coordinating and supervising MRI personnel, including its subcontractors, in performing the Professional Services.

2.2 Cooperation. Client shall provide MRI with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by MRI in order to provide the Professional Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by MRI from time to time. Client acknowledges and agrees that MRI's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Professional Services. MRI shall be entitled to rely on all decisions and approvals of Client.

2.3 Subcontractors. MRI may subcontract or delegate any work under any SOW to any third party without Client's prior written consent; provided, however, that MRI shall remain responsible for the performance, acts and omissions of any such subcontractors.

2.4 Client Data. Client Data must be provided to MRI in a format approved by MRI or additional charges will apply. Client is

responsible for the accuracy and completeness of its information and Client Data. MRI's performance is dependent on Client's timely provision of accurate and complete resources and information, including but not limited to detailed, precise and clear specifications for any deliverables.

2.5 Remote Access. For installation of the System and for any Support of the System, Client shall ensure that MRI's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing MRI access through any Client security measures. MRI alone shall decide whether access to the System is sufficient for installation purposes. Certain functionality of the System may require connections to or interaction with MRI after such System is running on Client's infrastructure, and Client agrees to permit and facilitate such connections and interaction. "System" means the total complement of hardware and Software furnished and/or maintained by MRI.

2.6 Testing of Projects. Client shall test any deliverables, and notify MRI of all deficiencies relative to the applicable specifications for such work set forth in the applicable SOW within thirty (30) calendar days following MRI's delivery of such deliverables to Client ("Notification Period"). Subject to Client's timely notification and provided that the deficiencies are MRI's responsibility, MRI will re-perform the applicable Professional Services as required to meet the applicable specifications at no additional charge.

3. LICENSE AND OWNERSHIP

3.3 Ownership. Without prejudice to the provisions of Section 6 (Limited Rights and Ownership) of the Master Agreement, all Intellectual Property including all copies thereof in any Software, other products furnished by MRI and the results of the Professional Services performed by MRI including (without limitation) all deliverables, documentation, training materials, Configurations and all Intellectual Property embodied therein shall, subject to Section 3.2 below, vest solely and absolutely in MRI or its licensors. MRI may access the System remotely in order to copy Configurations to the Software or to otherwise ensure Client's compliance with the terms of this Section 3.1 and the Agreement.

3.4 Limited License. MRI grants Client, upon full payment of the applicable fees and charges, during the Term and subject to the restrictions set forth in Section 6.2 of the Master Agreement, a personal, nontransferable, nonexclusive, nonsublicensable, limited license to use the deliverables solely for Client's own internal business needs.

4. SUPPLEMENTAL TERMS FOR TRAINING SERVICES

4.1 General. "Training Courses" are defined as: classroom-based, live virtual, and/or self-paced e-learning courses provided by MRI's training division called MRI Learning Solutions. Training Courses and their respective prices, policies and schedules are subject to change without notice. Training Courses shall be provided by MRI to Client pursuant to the terms of an SOW. "Named Users" as used herein are defined as Client Users listed in the SOW that shall be eligible to receive Training Courses.

4.2 Cancellation and Transfer Policies.

4.2.1 Client Training Course Cancellation Policy. "Client Training Courses" means non-publicly offered Training Courses delivered specifically for Client and held at a mutually agreed upon time and location. Client Training Courses may be delivered in a physical classroom at a location determined by mutual agreement or through a live virtual classroom. Details regarding delivering Client Training Courses shall be set forth in an approved SOW. For Client Training Courses to be provided at an onsite classroom that are canceled by Client: (i) ten (10) or more business days prior to the course start date, MRI will provide a full refund or credit;

or (ii) within the ten (10) business day period before the course start date, fifty percent (50%) of the course fee will be forfeited and MRI will provide the remainder as a refund or credit.

4.2.2 Physical Classroom Public Training Course Cancellation Policy. "Public Training Courses" means publicly offered Training Courses that are not delivered specifically for Client. Public Training Courses may be delivered in a physical classroom or through a live virtual classroom. Registered attendees for a physical classroom Public Training Course who cancel less than 48 hours prior to the course start date will forfeit all applicable Training Course fees; however, transfers to another person are permitted up to one (1) business day prior to the course start date. In order to transfer a physical classroom Public Training Course attendance spot, contact MRI Learning Solutions at 1.800.321.8770 ext. 1 or email learning@mrisoftware.com. MRI reserves the right to cancel any physical classroom Public Training Course class up to fifteen (15) business days prior to the course start date for any reason. If MRI cancels a physical classroom Public Training Course class and is unable to reschedule the attendee, MRI will refund to such attendee all applicable Training Course fees. MRI assumes no responsibility for non-refundable airline tickets or other expenses that may be incurred due to cancellation of a physical classroom Public Training Course.

4.2.3 Live Virtual Classroom Public Training Course Cancellation Policy. Registered attendees for a live virtual classroom Public Training Course program will receive a web-conferencing invitation on the day prior to the start of the program. Registered attendees who cancel less than twenty-four (24) hours before the scheduled start date and time will not be refunded any applicable Training Course fees. However, transfers to another person are permitted up to the starting time of the program. In order to transfer a live virtual classroom Public Training Course attendance spot, contact MRI Learning Solutions at 1.800.321.8770 ext. 1 or email learning@mrisoftware.com. MRI reserves the right to cancel any live virtual classroom Public Training Course class for any reason. If MRI cancels a live virtual classroom Public Training Course class and is unable to reschedule the attendee, MRI will refund to such attendee all applicable Training Course fees.

4.2.4 Self-Paced e-Learning Training Course Cancellation Policy. "Self-Paced e-Learning Training

Courses" means publicly offered Training Courses that have no set time or location, and can be taken by any person at any time at the MRI Learning Solutions website. Self-Paced e-Learning Training Courses are non-cancelable and applicable fees are non-refundable. All sales of Self-Paced e-Learning Training Courses are final and non-transferable.

4.3 Use Limitations; Monitoring. Unless otherwise explicitly agreed in writing by MRI, Client is only allowed user access rights to any Training Course up to the number of Named Users purchased as shown in an executed SOW. Client and Named Users may not share access rights, or any Training Course content, with others and may only access the Training Course for personal training use as specifically permitted. To the extent permitted by law, MRI may monitor, suspend or terminate Client's or any Named User's use of any Training Course and/or training account, or terminate this Schedule or the applicable SOW, or remove or disclose Client's or any Named User's information in order to ensure Client's and all Named Users' compliance with the Agreement or to otherwise protect MRI rights or rights of others. If Client or any Named User does not comply with the restrictions set forth in this Section 4.3, Client may be charged additional fees equivalent to the resulting usage fees for the related services incurred.

5 TERMINATION

This Schedule may be terminated in accordance with Section 9 of the Master Agreement.

Where the non-breaching Party has a right to terminate this Schedule, the non-breaching Party may at its discretion either terminate this Schedule, or the applicable SOW.

Upon termination for any reason, all work products, including all drafts and works in progress of deliverables, shall be delivered to Client. Upon MRI's receipt of a notice of termination, MRI shall cease and shall cause any agent or subcontractor to cease all work under the applicable SOW and minimize any additional costs or reimbursable expenses unless otherwise agreed in writing by the Parties. Except as may be expressly set forth in the applicable SOW, Client shall pay MRI fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith. The Parties' obligations under this Section 5 and Section 3 of this Schedule and the surviving provisions of the Master Agreement shall survive any termination of this Schedule.

 END OF PROFESSIONAL SERVICES SCHEDULE



Administrative Report

J.1., File # 20-1876

Meeting Date: 1/5/2021

TITLE

For eComments and Emails Received from the Public



Administrative Report

L.1., File # 20-1828

Meeting Date: 1/5/2021

To: MAYOR AND CITY COUNCIL
From: LAURIE KOIKE, INTERIM COMMUNITY SERVICES DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER SUBSTANTIAL AMENDMENTS TO THE 2019-2020 AND 2020-2021 ANNUAL ACTION PLANS FOR REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND ALLOCATION OF CDBG-CV3 FUNDS

PROCEDURES:

- a. Open Public Hearing, take testimony; and
- b. Close Public Hearing; and
- c. Approve the proposed substantial amendment to the 2019-2020 and 2020-2021 annual action plans

EXECUTIVE SUMMARY

As previously advised, the City of Redondo Beach will be granted an additional \$453,481 in CDBG-CV funds through the Coronavirus Aid, Relief, and Security Act (CARES Act). This allocation is in addition to a previous allocation of \$168,393 that the City Council directed to reimburse various City and local service agency expenses caused by the Pandemic. CDBG-CV funds is a HUD-given (US Housing and Urban Development Department) grant which may solely be used to prepare, prevent, and respond to the infectious disease.

This item follows the October 6, 2020 City Council meeting where the Council in anticipation of the additional CDBG funds provided general direction on planned uses. A public hearing is required by HUD before amendments to the annual CDBG action plans can be executed.

BACKGROUND

The CARES Act was approved and enacted on March 27, 2020 due to the spread of COVID-19. HUD recognized the impacts of the pandemic and will be providing the City with additional CDBG-CV funds to assist affected residents and City Staff. The City previously received \$168,393 in CDBG-CV1 funds from HUD and has been informed that the City will receive a secondary distribution of \$453,481 in CDBG-CV3 funds. In addition, HUD has granted the City with waivers and suspensions to certain Community Development Block Grant (CDBG) funds. The purpose of these waivers is to maximize the available amount of funds that may be used for those impacted by COVID-19.

The primary purpose of the Housing and Urban Development (HUD) CARES Act CDBG-CV funding is for those activities carried out to prevent, prepare for, and respond

to the coronavirus pandemic. The CARES Act identifies four general categories for eligible activities. These categories are as follows:

- Assist public services with the increase in demand for service
- Economic development and microenterprise business assistance
- Public facilities enhancement to support infectious disease treatment
- Conversion of private buildings to housing

Eligible activities for CDBG-CV3 funding allocations may be considered for costs that were incurred on or after January 21, 2020 (the date the CDC confirmed the first case of coronavirus in the United States). The CDBG-CV3 funds may be allocated by the City through 2025; eighty (80%) percent of the entitlement must be expended by the end of the third year of the performance period, or by December 31, 2023.

At the October 6, 2020 City Council meeting, members of the City Council approved the allocation of the additional CDBG-CV3 funds. Through the CARES Act, the City will allocate an additional \$453,481 in CDBG-CV3 funds to assist businesses, residents and City staff to respond, prepare for and prevent the spread of COVID-19. Proposed activities and the expected amounts are listed below:

- **Homeless Assistance**

Creation and management of temporary emergency shelters for individuals and families experiencing homelessness, including operations, security, food, maintenance, furnishings, utilities, and human services for counseling, housing navigation, etc.

- Amount Allocation: \$300,000

- **Economic Development Activities**

Mitigation of economic disruptions caused by stay at home orders and social distancing requirements by providing short-term assistance to small businesses for retention of jobs held by low and moderate-income persons. Funds could be used for rent assistance, utility assistance or purchase of materials or construction assistance required to reopen. Funds were allocated to the Artesia/Aviation Commercial Corridor, Riviera Village and Citywide Businesses.

- Amount Allocation: \$110,000

- **Planning and Administrative Costs**

HUD has also recognized increased costs and services to combat an infectious disease will also lead to increased administrative costs. Therefore, the City will allocate additional funds for increased planning and administrative costs.

- Amount Allocation: \$43,381

It is important to note the recipients of any CDBG-CV funding address needs that have not been covered by other sources of financial assistance, such as the Payroll Protection Program (PPP) or the Economic Injury Disaster Loans (EIDL). Because there is a large amount of financial assistance

to small businesses available, grantees must have procedures to prevent the duplication of benefits between various programs. Grantees are required to carefully document the distribution and use of funds to satisfy the statutory purposes of the CARES Act.

Additionally, and separate from the \$453,481 of new CDBG-CV3 funds, the City with these proposed amendments is reallocating regular (and previously unallocated) CDBG Program funds to add a new program to the 2020-2021 Annual Action Plan. Swami House Intl. is being added to the Annual Action Plan to assist with housing the homeless in Redondo Beach.

- o Amount Allocation: \$30,000

COORDINATION

The Community Services Department staff will coordinate with the City's CDBG consultant and Financial Services Departments. This report was prepared by the Community Services Department in coordination with the office of the City Manager, the Financial Services Department and the City's CDBG consultant, Michael Baker International.

FISCAL IMPACT

The CDBG-CV entitlement amount of \$453,481 is subject to a reporting and reimbursement structure with HUD. The City would be required to allocate funds from internal sources and then submit documentation for reimbursement under the entitlement grant. As a separate matter, the City has Unallocated Funds from its regular CBDG allocations available totaling \$75,000. These funds are from previous year activities that were unexpended. \$30,000 of these funds are being requested to be reallocated at this time. The remaining \$45,000 of unallocated funds will be included with the 2021 -2022 Annual Action Plan.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Redondo Beach Substantial Amendment
Public Hearing Notice - Beach Reporter



Community Services Department

1922 Artesia Boulevard
Redondo Beach, California 90278
www.redondo.org

tel: 310 318-0610
fax: 310 798-8273

SUBSTANTIAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN AND 2020-2021 ANNUAL ACTION PLAN

BACKGROUND

Due to the spread of the coronavirus 2019 (COVID-19), the U.S. Department of Housing and Urban Development (HUD) has implemented the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to combat the spread and effects of COVID-19. Through the CARES Act, the City of Redondo Beach received \$168,393 in CDBG-CV1 funds and has been informed that the City will receive an additional \$453,481 in CDBG-CV3 funds. HUD has also released waivers and suspensions to certain Community Development Block Grant (CDBG) requirements. However, the City is aware and understands that such waivers do not apply to environmental, fair housing, labor, and nondiscrimination regulations. In order to receive and allocate CDBG-CV3 funds, the City is required to amend their 2019-2020 Annual Action Plan.

The City would also like to amend the 2020-2021 Annual Action Plan to allocate \$30,000 from “Unallocated Funds” to Swami House Intl. Swami House Intl. to assist with housing the homeless.

These amendments will not only adapt to the current health and safety circumstances but will also allow the City to maximize the use of these funds in an expedited manner.

The CARES Act was approved and enacted on March 27, 2020 due to the spread of COVID-19. HUD recognized the impacts of such pandemic and will be providing the City with additional CDBG-CV funds to assist affected residents and City Staff. The City previously received \$168,393 in CDBG-CV1 funds from HUD and has been informed that the City will receive \$453,481 in CDBG-CV3 funds. In addition, HUD has granted the City with waivers and suspensions to certain Community Development Block Grant (CDBG) funds. The purpose of these waivers is to maximize the available amount of funds that may be used for those impacted by COVID-19.

The primary purpose of the Housing and Urban Development (HUD) CARES Act CDBG-CV funding is for those activities carried out to prevent, prepare for, and respond to the coronavirus pandemic.

Substantial Amendment
2019-2020 Annual Action Plan
2020-2021 Annual Action Plan
Page 2

As required by Title I of the Cranston-Gonzalez National Affordable Housing Act, the City of Redondo Beach has an approved Annual Action Plan for the 2019-2020 and 2020-2021 fiscal years. These Plans outline the activities and expected allocation for that year. The City also has a Citizen Participation Plan which outlines procedures for citizen participation in the planning process of the Consolidated Plan, particularly to those living in slum and blighted areas and/or areas to be affected by the proposed funds.

AMENDMENT TO 2019-2020 ANNUAL ACTION PLAN

At the October 6, 2020 City Council meeting, members of the City Council approved the allocation of the CDBG-CV3 funds in the amount of \$453,481. Through the CARES Act, the City will allocate an additional \$453,481 in CDBG-CV3 funds to assist businesses, residents and City staff to respond, prepare for and prevent the spread of COVID-19. Proposed activities with the expected amount are listed below:

- *Homeless Assistance*
Creation and management of temporary emergency shelters for individuals and families experiencing homelessness, including operations, security, food, maintenance, furnishings, utilities, and human services for counseling, housing navigation, etc.
 - Amount Allocation: \$300,000
- *Economic Development Activities*
Mitigation of economic disruptions caused by stay at home orders and social distancing requirements by providing short-term assistance to small businesses for retention of jobs held by low and moderate-income persons. Funds could be used for rent assistance, utility assistance or purchase of materials or construction assistance required to reopen. Funds were allocated to the Artesia/Aviation Commercial Corridor, Riviera Village Association and Citywide Businesses.
 - Amount Allocation: \$110,000
- *Planning and Administrative Costs*
HUD has also recognized increased costs and services to combat an infectious disease will also lead to increased administrative costs. Therefore, the City will allocate additional funds for increased planning and administrative costs.
 - Amount Allocation: \$43,381

These eligible activities are allowed under the CARES Act and will support the City of Redondo Beach combat the impacts of COVID-19.

AMENDMENT TO THE 2020-2021 ANNUAL ACTION PLAN

The City would like to reallocate \$30,000 from “Unallocated Funds” to fund a new activity to assist the homeless. This activity will provide for up to five individuals to be housed in decent and safe housing.

On May 5, 2020, City Council approved the allocation of \$286,252 in CDBG funds. These funds were allocated to public service agencies, housing rehabilitation programs and fund a public improvement project (park improvement, curb ramps and ADA improvements). This amendment will add the ability to assist the homeless by providing living quarters offered by Swami House Intl.

CITIZEN PARTICIPATION

Through the CARES Act, the City has amended their Citizen Participation Plan to expedite funding procedures. The City will reduce the 30-day public comment period to 5-days, as allowed by HUD. This will provide a reasonable opportunity to comment while expediting procedures for utilization of CDBG-CV funds. The City will also implement a reasonable 5-day public notice period to allow local participation in the planning process. The City recognizes the importance of protecting the health of residents and City Staff thus will modify local participation procedures to facilitate social distancing.

In-person hearings are not required. The City will meet public hearing requirements via virtual public hearings if health authorities of the state or City jurisdiction recommend social distancing due to health specific reasons; if the City provides reasonable notice of virtual hearings and access by City’s certifications; if reasonable opportunity to comment is provided; if responses are provided in a timely manner; and if the public has access to all inquiries and responses.

The City recognizes the importance of citizen participation and will continue to encourage residents to engage in the stated processes.

PUBLIC COMMENTS

The City of Redondo Beach will incorporate all comments during the 5-day comment period.



**CITY OF REDONDO BEACH
NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY COUNCIL OF THE CITY OF REDONDO BEACH ON THE FOLLOWING MATTER. ANY AND ALL INTERESTED PERSONS MAY APPEAR AND BE HEARD.

SUBJECT OF THE HEARING: To Obtain Input and Approval of the Proposed Substantial Amendments to the 2019-2020 and 2020-2021 Annual Action Plans.

The purpose of the hearing is for the City Council to provide input to the proposed Substantial Amendments to the 2019-2020 Annual Action Plan and the 2020-2021 Annual Action Plan.

The City of Redondo Beach will be granted additional CDBG-CV funds to combat the spread and effects of the CORONAVIRUS 2019 (COVID-19). A substantial amendment to the 2019-2020 Annual Action Plan is required by the U.S. Housing of Urban Development (HUD) in order to receive and implement these funds.

The City of Redondo Beach would like to reallocate previously unallocated CDBG funds to a new activity that was not contemplated while preparing the 2020-2021 Annual Action Plan. The proposed activity will assist with housing the homeless.

The Annual Action Plan is a report that outlines Community Development Block Grant (CDBG) funded projects and activities for fiscal years 2019-2020 and 2020-2021. Substantial amendments will be made to adjust and allocate additional CDBG-CV funds to activities due to the spread of the COVID-19 and reallocate previously unallocated CDBG funds.

PUBLIC HEARING: The public hearing on this matter will take place before the City Council on **Tuesday, January 5, 2021 at 6:00 p.m.**, or as soon thereafter as possible, by Virtual Meeting pursuant to Executive Order N-29-20 issued by Governor Newsom. All City Council members and City staff will participate by teleconference/ virtual meeting. The meeting will be broadcast live through Spectrum Channel 8 and Frontier Communications Channel 41 and also livestreamed on the City's website at www.redondo.org/RBTV and YouTube at <https://www.youtube.com/c/CityofRedondoBeachIT>.

PUBLIC COMMENT: There will be two options for public testimony during the meeting as outlined below:

- (1) Interested persons may submit a written eComment through the City's agenda webpage at <https://redondo.legistar.com/Calendar.aspx>. Specific instructions for eComment will be provided on the agenda cover page when it is released at least 72 hours prior to the public hearing. eComments will be read out loud by City staff during the Public Hearing and are limited to 3 minutes in length. Only one eComment per person.
- (2) Oral public testimony can be provided live by joining the virtual meeting by computer or phone-in. Specific instructions for joining live will be provided on the agenda cover page when it is released at least 72 hours prior to the public hearing. Each speaker can speak only once and speakers are limited to 3 minutes.

A person may either comment live or submit an eComment, but cannot do both.

For those that cannot participate during the public hearing, written comments for the City Council on this matter may be submitted by email to cityclerk@redondo.org. Written comments will be accepted up to 3:00 p.m. the day of the public hearing, January 5, 2021, to allow time for distribution to the City Council as a Blue Folder item.

ADDITIONAL INFORMATION: City Offices are closed to the public during the Safer at Home Order. Questions related to this matter may be submitted by email to laurie.koike@redondo.org. A staff member will provide assistance.

The agenda packet with the administrative report and materials related to this matter will be available for review at least 72 hours prior to the public hearing, pursuant to State Law and local ordinance, on the City of Redondo Beach website <https://redondo.legistar.com/Calendar.aspx>. Select the January 5, 2021 City Council meeting.

If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

CITY OF REDONDO BEACH, CALIFORNIA
Eleanor Manzano
City Clerk of the City of Redondo Beach

PUBLISH: December 24, 2020 (Beach Reporter)



Administrative Report

O.1., File # 20-1881

Meeting Date: 1/5/2021

To: MAYOR AND CITY COUNCIL

From: JOE HOEFGEN, CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S LOCAL EMERGENCY PERTAINING TO COVID-19

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2101-001, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE ACTIONS OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN ISSUING ADDITIONAL EMERGENCY PUBLIC ORDERS PERTAINING TO COVID-19 UNDER THE CITY OF REDONDO BEACH'S EMERGENCY AUTHORITY

EXECUTIVE SUMMARY

The Resolution describing the additional emergency orders will be provided to the City Council on January 5, 2021.