

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, January 12, 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.

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, January 12, 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.**

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_BIR3SOEjSN-_eGhPatxXew

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.

4:30 PM - CLOSED SESSION - ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

B. ROLL CALL

C. SALUTE TO FLAG AND INVOCATION

D. BLUE FOLDER ITEMS- ADDITIONAL BACK UP MATERIALS

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

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

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

F. RECESS TO CLOSED SESSION

F.1. CONFERENCE WITH 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:

204 Fisherman's Wharf, Redondo Beach, CA 90277

(portion of APN: 7505-002-933)

NEGOTIATING PARTY:

Tony Tran - Mini Chinese Restaurant

UNDER NEGOTIATION:

Both Price and Terms

F.2. 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:
140 International Boardwalk, Redondo Beach, CA 90277
(portion of APN: 7505-002-932)

NEGOTIATING PARTY:
Donald Cox, Mike Jimenez, and Jacob Moreno - MJD Landing LLC

UNDER NEGOTIATION:
Both Price and Terms

- F.3.** CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

- AGENCY NEGOTIATOR:
Joe Hoefgen, City Manager
Mike Witzansky, Assistant City Manager
Diane Strickfaden, Director of Human Resources

- EMPLOYEE ORGANIZATIONS:
Redondo Beach Teamsters

- F.4.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
City of Redondo Beach, City of Hermosa Beach v. California State Water Resources Control Board
Case Number: 20STCP03193

- G. RECONVENE TO OPEN SESSION**
H. ROLL CALL
I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS
J. ADJOURN TO REGULAR MEETING

6:00 PM - OPEN SESSION - REGULAR MEETING

- A. CALL TO ORDER**
B. ROLL CALL
C. SALUTE TO THE FLAG AND INVOCATION
D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS
E. APPROVE ORDER OF AGENDA
F. AGENCY RECESS

F.1. SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

CONTACT: ANGELICA ZAVALA, HOUSING SUPERVISOR

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 ADJOURNED REGULAR MEETING AND REGULAR MEETING OF JANUARY 12, 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. ADOPT BY TITLE ONLY ORDINANCE NO. 3210-20 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 CHAPTER 2 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES, CONSISTENT WITH STATE LAW. FOR SECOND READING AND ADOPTION.

ADOPT BY TITLE ONLY ORDINANCE NO. 3211-20 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 CHAPTER 5 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES IN THE COASTAL ZONE, CONSISTENT WITH STATE LAW. FOR SECOND READING AND ADOPTION.

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

H.4. 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

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

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. [DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE REDONDO BEACH PROFESSIONAL AND SUPERVISORY ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023](#)

[ADOPT BY TITLE ONLY RESOLUTION NO. CC-2101-004, 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 PROFESSIONAL AND SUPERVISORY ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023;](#)

[ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2101-005, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \\$60,259 FROM THE UNASSIGNED GENERAL FUND BALANCE FOR THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH PROFESSIONAL AND SUPERVISORY ASSOCIATION](#)

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

N.2. [DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE REDONDO BEACH CITY EMPLOYEES' ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023](#)

[ADOPT BY TITLE ONLY RESOLUTION NO. CC-2101-002, 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 CITY EMPLOYEES' ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023;](#)

[ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2101-003, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \\$102,965 FROM THE UNASSIGNED GENERAL FUND BALANCE FOR THE MEMORANDUM OF UNDERSTANDING BETWEEN THE](#)

CITY OF REDONDO BEACH AND THE REDONDO BEACH CITY EMPLOYEES' ASSOCIATION

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN UPDATED PAY AND BENEFITS PLAN WITH THE MANAGEMENT AND CONFIDENTIAL EMPLOYEE GROUP

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2101-006, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, UPDATING THE PAY AND BENEFITS PLAN FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2101-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$31,100 FROM THE UNASSIGNED GENERAL FUND BALANCE FOR THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES PAY AND BENEFITS PLAN

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

N.4. DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT WITH CITY NET TO CONDUCT A CENSUS COUNT OF PEOPLE EXPERIENCING HOMELESSNESS IN REDONDO BEACH AND TO PROVIDE A HOMELESS NAVIGATOR FOR NORTH REDONDO FOR SIX MONTHS.

APPROVE AN AGREEMENT WITH CITY NET TO CONDUCT A CENSUS COUNT OF PEOPLE EXPERIENCING HOMELESSNESS IN REDONDO BEACH AND TO PROVIDE A HOMELESS NAVIGATOR FOR NORTH REDONDO FOR SIX MONTHS

CONTACT: MICHAEL WEBB, CITY ATTORNEY

N.5. DISCUSSION AND POSSIBLE ACTION REGARDING INCLUSIONARY HOUSING ORDINANCE TO DETERMINE PARAMETERS

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

N.6. DISCUSSION AND POSSIBLE ACTION REGARDING THE PREPARATION OF A PUBLIC AMENITIES MASTER PLAN FOR KING HARBOR

CONTACT: STEPHEN PROUD, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

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 ACTION OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN ISSUING AN UPDATED SUMMARY OF EMERGENCY ORDERS 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

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:

204 Fisherman's Wharf, Redondo Beach, CA 90277

(portion of APN: 7505-002-933)

NEGOTIATING PARTY:

Tony Tran - Mini Chinese Restaurant

UNDER NEGOTIATION:

Both Price and Terms

R.2. 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:

140 International Boardwalk, Redondo Beach, CA 90277

(portion of APN: 7505-002-932)

NEGOTIATING PARTY:

Donald Cox, Mike Jimenez, and Jacob Moreno - MJD Landing LLC

UNDER NEGOTIATION:

Both Price and Terms

R.3. CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Joe Hoefgen, City Manager

Mike Witzansky, Assistant City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Teamsters

- R.4.** [CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9\(d\)\(1\).](#)

[Name of case:](#)

[City of Redondo Beach, City of Hermosa Beach v. California State Water Resources Control Board](#)

[Case Number: 20STCP03193](#)

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 19, 2021, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California, via teleconference.



Administrative Report

R.1., File # 21-1914

Meeting Date: 1/12/2021

TITLE

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:

204 Fisherman's Wharf, Redondo Beach, CA 90277

(portion of APN: 7505-002-933)

NEGOTIATING PARTY:

Tony Tran - Mini Chinese Restaurant

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

R.2., File # 21-1915

Meeting Date: 1/12/2021

TITLE

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:

140 International Boardwalk, Redondo Beach, CA 90277

(portion of APN: 7505-002-932)

NEGOTIATING PARTY:

Donald Cox, Mike Jimenez, and Jacob Moreno - MJD Landing LLC

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

R.3., File # 21-1919

Meeting Date: 1/12/2021

TITLE

CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Joe Hoefgen, City Manager

Mike Witzansky, Assistant City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Teamsters



Administrative Report

F.4., File # 21-1920

Meeting Date: 1/12/2021

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

Name of case:

City of Redondo Beach, City of Hermosa Beach v. California State Water Resources Control Board

Case Number: 20STCP03193



Administrative Report

F.1., File # 21-1917

Meeting Date: 1/12/2021

TITLE

SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

**AGENDA
SPECIAL MEETING
REDONDO BEACH HOUSING AUTHORITY
TUESDAY, JANUARY 12, 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

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 Special Housing Authority Meeting of January 12, 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-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 Commission. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.

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.

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.

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)
CITY OF REDONDO BEACH)

SS

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 12, 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: January 07, 2021

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 12, 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.

At the January 5, 2021 Special Housing Authority meeting, Council approved the Affordable Housing Agreement for 2750 Artesia Boulevard, #244. On January 7, 2021 the Housing Authority Office was informed that the seller has relocated out of the country. Due to the difficulty of obtaining the seller's signature, the Grant Deed Addendum has been modified and no longer includes the signature requirement. 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.

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. Due to the difficulty of obtaining the signature of the seller, who has relocated out of the country, the Grant Deed Addendum has been modified and no longer includes the signature requirement. In accordance with City regulations, this item must be presented for approval to the Housing Authority and then be approved by the City Council

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 Agreement

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: Mike Webb, Esq.

(No Fee per Government Code § 27383)

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

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 12th 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") 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:

I. 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: Mike 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.

“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 12th day of January, 2021.

“CITY”

CITY OF REDONDO BEACH, a Chartered
Municipal Corporation

Date: _____

By: _____
William C. Brand
Mayor

APPROVED AS TO FORM:
MIKE WEBB
City Attorney

By: _____

ATTEST:

By: _____
ELEANOR MANZANO
City Clerk

[Signatures continue on following page]

Accepted and agreed to by the Authority this 12th 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:
MIKE WEBB
Authority General Counsel

By: _____

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 12, 2021 and recorded as Instrument No. _____, in the Official Records of Los Angeles County on January 12, 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:
MICHAEL W. WEBB
City Attorney and General Counsel for Authority

By: _____
Michael W. Webb

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)

EXHBIT 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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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

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 12, 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:
MICHAEL W. WEBB
City Attorney and General Counsel for Authority

By: _____
Michael W. Webb

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:

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PARCEL 2:

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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 12, 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 12, 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



Administrative Report

G.1., File # 21-1891

Meeting Date: 1/12/2021

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 21-1899

Meeting Date: 1/12/2021

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING AND REGULAR MEETING OF JANUARY 12, 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	Adjourned Regular and Regular Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ City Hall Kiosk
Meeting Date & Time	JANUARY 12, 2021 4:30 p.m. Closed Session 6:00 p.m. Closed 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: January 8, 2021



Administrative Report

H.2., File # 21-1900

Meeting Date: 1/12/2021

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 # 20-1554

Meeting Date: 1/12/2021

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

ADOPT BY TITLE ONLY ORDINANCE NO. 3210-20 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 CHAPTER 2 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES, CONSISTENT WITH STATE LAW. FOR SECOND READING AND ADOPTION.

ADOPT BY TITLE ONLY ORDINANCE NO. 3211-20 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 CHAPTER 5 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES IN THE COASTAL ZONE, CONSISTENT WITH STATE LAW. FOR SECOND READING AND ADOPTION.

EXECUTIVE SUMMARY

New amendments to the State regulations regarding accessory dwelling units (ADUs) went into effect on January 1, 2020. If a local agency had an existing ADU ordinance that failed to meet the requirements of the revised regulations, that ordinance became null and void and that agency was required to thereafter apply the standards established in the amended State regulations under California Government Code Section 65852.2 for the approval of ADUs, unless and until the agency adopts an ordinance that complies with the State regulations that went into effect on January 1, 2020. The City of Redondo Beach regulations regarding ADUs thus became null and void on January 1, 2020. These proposed amendments to the Redondo Beach Municipal Code are to adopt local restrictions regarding ADUs that comply with the State regulations.

The proposed ordinances were introduced for first reading at a public hearing before the City Council held on December 8, 2020. This consideration is for the second reading and adoption of the amendments to the Zoning Ordinance (Title 10 Chapter 2) and Coastal Land Use Implementation Ordinance (Title 10 Chapter 5).

BACKGROUND

In 2019 the State Senate and Assembly adopted several bills pertaining to housing, and specifically to accessory dwelling units (ADUs). The Governor signed those bills into law in October 2019. The amendments went into effect on January 1, 2020. If a local agency has an existing ADU ordinance that fails to meet the requirements of the revised regulations, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of

ADUs, unless and until the agency adopts an ordinance that complies with the State regulations that went into effect on January 1, 2020. The City of Redondo Beach regulations regarding ADUs thus became null and void on January 1, 2020. The proposed amendments to the Redondo Beach Municipal Code are to adopt local restrictions regarding ADUs that comply with the State regulations.

Two ordinances were considered by the Planning Commission at their November 19, 2020 meeting—one for Title 10 Chapter 2 for inland zoning and the other for Title 10 Chapter 5 for coastal zoning. The Planning Commission recommended that the City Council adopt each and authorize the submittal of the Coastal Land Use Plan amendments to the California Coastal Commission. The proposed ordinances were presented to City Council for a public hearing and first reading on December 8, 2020. A copy of the Administrative Report from the December 8, 2020 public hearing is attached for a detailed description of the amendments.

Currently for consideration is the second reading and adoption of both ordinances.

COORDINATION

The proposed ordinances were coordinated with the City Attorney's Office.

FISCAL IMPACT

The cost of processing Zoning Code amendments is typically part of the Community Development Department and City Attorney's work plan and incorporated into the fiscal year operating budget. Due to COVID-19 budget impacts, the Community Development Department prepared an application for LEAP Grant funds from the California Department of Housing and Community Development (HCD) for reimbursement of legal costs to prepare the ADU ordinances. That grant award has been issued by HCD.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Ordinance No. 3210-20

Ordinance No. 3211-20

City Council Administrative Report December 8, 2020

ORDINANCE NO. 3210-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES CONSISTENT WITH STATE LAW

WHEREAS, the Housing Element of the General Plan of the City of Redondo Beach provides that the City should enhance the availability of suitable sites for housing development which can accommodate a range of housing by type, size, location, price, and tenure;

WHEREAS, the Housing Element provides that the City should allow flexibility within the City's standards and regulations to encourage a variety of housing types;

WHEREAS, the Housing Element provides that the City should mitigate any potential governmental constraints to housing production and affordability;

WHEREAS, the Housing Element provides that the City should review and adjust as appropriate residential development standards, regulations, ordinances, departmental processing procedures, and residential fees related to rehabilitation and construction that are determined to be a constraint on the development of housing, particularly housing for lower and moderate income households and for persons with special needs;

WHEREAS, accessory dwelling units (ADUs) provide a community benefit by expanding the number and type of residential facilities available and assist ADU owners by providing additional affordable space for housing family or friend and/or revenue that may be used for maintenance, upgrades and other costs, in conformance with the Goals, Policies, and Programs of the Housing Element of the City's General Plan;

WHEREAS, if not regulated, ADUs can create nuisances such as overcrowding, illegal vehicle parking, and traffic-flow disruptions. The restrictions of the ADU Ordinance Amendment are necessary to prevent a burden on City services and potential adverse impacts on residential neighborhoods posed by ADUs;

WHEREAS, on October 9, 2019, the California Governor signed bills amending State law (in signature order: Senate Bill 13, Assembly Bill 68, and Assembly Bill 881, Statutes of 2019), effective January 1, 2020, that require the City of Redondo Beach to amend the Zoning Ordinance to conform to State Government Code Sections 65852.2 and 65852.22, seeking to ease the development standards for ADUs and allow the creation of Junior Accessory Dwelling Units (JADUs);

WHEREAS, if a local agency's existing accessory dwelling unit ordinance fails to meet the requirements of Sections 65852.2 and 65852.22, the ordinance shall be null

and void and the agency shall thereafter apply the standards established under Sections 65852.2 and 65852.22 for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with Sections 65852.2 and 65852.22;

WHEREAS, the City of Redondo Beach's existing ADU ordinance adopted on April 16, 2019 does not meet the newly adopted amendments to Sections 65852.2 and 65852.22;

WHEREAS, the purpose of this Ordinance is to implement Sections 65852.2 and 65852.22, as amended, and provide for the health, safety, and welfare of City of Redondo Beach citizens by ensuring that development standards are established for ADUs and JADUs that account for local conditions;

WHEREAS, this Ordinance applies to the issuance of building permits and other ministerial permits that pertain to ADUs and JADUs;

WHEREAS, this Ordinance is consistent with Government Code sections 65852.2 and 65852.22 insofar as it attempts to comply with the standards of section 65852.2 and 65852.22 to the greatest extent feasible;

WHEREAS, this Ordinance is consistent with the Zoning Ordinance, the Housing Element of the General Plan, and other regulations of the City of Redondo Beach;

WHEREAS, on November 19th, 2020, the Redondo Beach Planning Commission held a duly noticed public hearing, took public testimony, considered the ordinance amendments, and approved Resolution 2020-11-PCR-18 recommending that City Council adopt the amendments;

WHEREAS, on December 8th, 2020, the Redondo Beach City Council held a duly noticed public hearing, took public testimony, and considered the ordinance amendments; and

**THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA
DOES HEREBY FIND AS FOLLOWS:**

SECTION 1. FINDINGS.

- A. The amendments to the City's ADU and JADU ordinance are statutorily exempt from the California Environmental Quality Act (CEQA) as provided by Public Resources Code Section 21080.17 because it implements the provisions of Government Code sections 65852.2 and 65852.22 and CEQA Guidelines sections 15305 (minor alterations to land use limitations) and 15061(b)(3) (common sense exemption).
- B. The amendments to the Zoning Ordinance are consistent with the General Plan.
- C. These amendments do not require a vote of the people under Article XXVII of the City Charter.

SECTION 2. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 3. AMENDMENT OF CODE. The following terms and definitions are hereby amended in Title 10, Chapter 2, Article 1, Section 10-2.402(a) of the Redondo Beach Municipal Code to read as follows:

(3.5) **“Accessory dwelling unit”** shall mean a residential dwelling unit on a lot with a proposed or existing primary residence or multifamily dwelling that is within a proposed or existing primary residence or multifamily dwelling or a structure accessory to a proposed or existing primary residence, or a residential dwelling unit detached from a proposed or existing primary residence or multi-family dwelling that provides complete independent living facilities for one or more persons and is located on the same lot as the proposed or existing primary residence or multifamily dwelling. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit includes an efficiency unit as defined in Section 17958.1 of the California Health & Safety Code and a manufactured home as defined in Section 18007 of the California Health & Safety Code.

(97.5) **“Junior accessory dwelling unit”** shall mean a unit that is no more than 500 square feet in size and is contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.

(103.5) **“Living area”** shall mean the interior habitable area of a dwelling unit, including habitable basements and attics, but does not include a garage or any nonhabitable accessory structure.

SECTION 4. AMENDMENT OF CODE. Title 10, Chapter 2, Article 3, Division 1, Section 10-2.1506 of the Redondo Beach Municipal Code is hereby amended to read as follows:

10-2.1506 Accessory dwelling units in single-family and multi-family residential zones.

Accessory dwelling units and junior accessory dwelling units shall be permitted uses in areas zoned to allow single-family or multifamily dwelling residential use on lots that contain a proposed or existing single-family or an existing multifamily dwelling, provided that the unit complies with this Section.

An accessory dwelling unit or junior accessory dwelling unit that conforms to the requirements of this Section shall not be considered to exceed the allowable density for

the lot upon which it is located and shall be deemed to be a residential use that is consistent with the existing General Plan and zoning designations for the lot. In addition, accessory dwelling units shall comply with the following standards:

(a) **Review and approval.**

(1) **Ministerial Approval.** A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding any local ordinance regulating the issuance of variances or special use permits.

(2) **Building Permit.** Accessory dwelling units and junior accessory dwelling units require a building permit issued in conformance with all Building Codes and this Section. This Section shall not validate any existing accessory dwelling unit or junior accessory dwelling unit constructed without the benefit of City-issued permits.

(3) **Approval Period.**

a. If there is an existing single-family or multi-family dwelling on the lot, the Community Development Director and Chief Building Official shall act on all required permits for accessory dwelling units or junior accessory dwelling units within sixty (60) days after receipt of a complete and Code compliant application.

b. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the applicant is encouraged to submit the accessory dwelling unit and other proposal(s) for combined review by the Community Development Director and Chief Building Official. If the applicant makes this election, the applicant voluntarily forgoes the streamlining procedures of Subsection (b). If the applicant does not elect combined review and the application for the accessory dwelling unit complies with the streamlining procedure of Subsection (b), the Community Development Director and Chief Building Official will apply the streamlining procedure of Subsection (b) to the application, including the sixty (60)-day time period to act on a complete and Code compliant application.

c. If the applicant requests a delay of the City's action on the application for an accessory dwelling unit, the sixty (60)-day time period shall be tolled for the period of the delay.

d. For either option in paragraphs b or c, the certificate of occupancy for the accessory dwelling unit shall not be issued before the certificate of occupancy for the primary dwelling unit.

e. The City may charge a fee to reimburse it for costs incurred to implement the approval process in paragraphs b and c, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) **Noncompliant Proposals.** If the requirements of this Section are not met, the proposed accessory dwelling unit or junior accessory dwelling unit cannot be approved under this Section. Notwithstanding the foregoing, applicants may seek approval of the unit, addition, or renovation under the city's generally applicable standards and procedures, including a variance under Section 10-2.2510.

(5) **Conversion of Existing Residence.** An existing residence may be converted to an accessory dwelling unit in conjunction with development of a new primary dwelling unit, so long as the primary dwelling unit meets required development standards.

(6) **Existing Accessory Dwelling Unit.** An existing accessory dwelling unit or junior accessory dwelling unit may be enlarged or modified only in accordance with the requirements of this Section.

(7) **Density.** To the extent required by California Government Code Section 65852.2, an accessory dwelling unit or junior accessory dwelling unit built in conformance with this Section does not count toward the allowed density for the lot upon which the accessory dwelling unit is located.

(8) **General Plan and Zoning Designations.** Accessory dwelling units and junior accessory dwelling units approved in compliance with this Section are a residential use that is consistent with the City's General Plan and Zoning Ordinance.

(9) **Clean and Waste Water.** Accessory dwelling units shall not be approved absent a finding of adequate water supply and wastewater treatment capacity.

a. For accessory dwelling units or junior accessory units built within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure, the accessory dwelling unit can be accommodated with the existing water service and existing sewer lateral or septic system, insofar as evidence is provided that the existing water service and existing sewer lateral or septic system has adequate capacity to serve both the primary residence and accessory dwelling unit. No additional water meter shall be required, unless requested by the applicant.

b. Applicants that meet the requirements for streamlined approval of accessory dwelling units or junior accessory units built within existing space of a single-family dwelling or accessory structure under Subsection (b)(2) of this Section shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

c. Applicants that meet the requirements for streamlined approval of accessory dwelling units under Subsection (b)(3)-(5) of this Section or for other accessory dwelling units under Subsection (c) may be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility. Applicants may be required to pay a connection fee or capacity charge proportionate to the burden of the proposed accessory dwelling unit on the water or sewer system based on either its living area or its DFU values as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, as codified in the California Plumbing Code.

(10) **Owner Occupancy.** Any declaration of restrictions regarding owner occupancy previously recorded in conjunction with development of an accessory dwelling unit remains valid and binding on any successor in ownership of the property unless the accessory dwelling unit is removed. For any accessory dwelling unit permitted after January 1, 2025, for single-family residential zones, the primary unit or the accessory dwelling unit shall be occupied by the owner of the property. Prior to the

issuance of a building permit for the accessory dwelling unit, a covenant shall be recorded that specifies that no more than one of the units may be rented.

(11) One Application for Accessory Dwelling Units on Lots with Multifamily Dwellings. Where an accessory dwelling unit was constructed on a lot with a proposed or existing multifamily dwelling under Subsection (c)(2), an application may not thereafter be submitted under Subsection (b) for a streamlined accessory dwelling unit on the same lot.

(b) Standards for streamlined accessory dwelling units. Under California Government Code Section 65852.2(e), the City shall approve the following streamlined accessory dwelling units if the specified development standards and use restrictions are met:

(1) Standards applicable to all streamlined accessory dwelling units and junior accessory dwelling units.

a. The accessory dwelling unit or junior accessory dwelling unit complies with applicable building codes and health and safety regulations; however, the accessory dwelling unit or junior accessory dwelling unit is not required to provide fire sprinklers unless fire sprinklers are required for the primary dwelling. All structures, however, including accessory dwelling units and junior accessory dwelling units, shall comply with building codes, including, but not limited to, fire rating requirements.

b. The accessory dwelling unit or junior accessory dwelling unit may be rented in full or in part for the purpose of overnight lodging for terms of thirty (30) or more consecutive days, but it shall not be rented for overnight lodging or subleased for shorter terms. Neither the primary dwelling nor the accessory dwelling unit or junior accessory dwelling unit shall be sold or otherwise conveyed separately from the other unit.

c. If the accessory dwelling unit or junior accessory dwelling unit will be connected to an onsite water treatment system, the applicant may be required to submit a percolation test completed within the last five (5) years, or if the percolation test has been recertified, within the last ten (10) years.

(2) Within Existing Space (Single-Family) – Accessory Dwelling Units and Junior Accessory Dwelling Units.

a. The accessory dwelling unit or junior accessory dwelling unit is located in a zoning district that allows single-family residential use.

b. The lot on which the accessory dwelling unit or junior accessory dwelling unit is located contains an existing or proposed single-family dwelling.

c. The lot on which the accessory dwelling unit or junior accessory dwelling unit is located contains no more than one accessory dwelling unit or junior accessory dwelling unit.

d. The accessory dwelling unit or junior accessory dwelling unit is wholly within the existing or proposed space of a single-family dwelling or the existing space of a physically attached accessory structure, or requires an addition of no more than one

hundred fifty (150) square feet to an existing accessory structure to accommodate ingress and egress.

e. The accessory dwelling unit or junior accessory dwelling unit has exterior access independent from the existing single-family dwelling. Applicants are encouraged to locate the exterior access so that it does not face the front property line.

f. The junior accessory dwelling unit is no greater than five hundred (500) square feet in living area.

g. The existing single-family dwelling or accessory structure has side and rear setbacks sufficient for fire and safety. If the existing dwelling or structure complies with the City's setback requirements as described in this Code, it shall automatically meet this standard.

h. If a junior accessory dwelling unit is proposed, it complies with the requirements of California Government Code section 65852.22.

1. This includes the requirement of a recorded deed restriction for the junior accessory dwelling unit, which shall run with the land and filed with the permitting agency, that prohibits the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers. The deed restriction includes a restriction on the size and attributes of the junior accessory dwelling unit in conformance with the Redondo Beach Municipal Code and California Government Code Section 65852.22.

2. This includes the requirement that either the primary unit or the junior accessory dwelling unit shall be occupied by the owner of the property. Prior to the issuance of a building permit for the junior accessory dwelling unit, a covenant shall be recorded that specifies that no more than one of the units may be rented. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Detached, New Construction (Single-Family) – Accessory Dwelling Units.

a. The accessory dwelling unit is located in a zoning district that allows single-family residential use.

b. The lot on which the accessory dwelling unit is located contains an existing or proposed single-family dwelling.

c. The lot on which the accessory dwelling unit is located contains no more than one accessory dwelling unit or junior accessory dwelling unit.

d. The accessory dwelling unit is detached from the single-family dwelling.

e. The accessory dwelling unit is new construction.

f. The accessory dwelling unit is located at least four (4) feet from the side and rear lot lines, is no greater than eight hundred (800) square feet in living area, and has a height of no more than sixteen (16) feet, measured from the lowest portion of the building that is above ground to the top most portion of the roof, exclusive of chimneys or vents.

g. Due to fire and life safety building standards, the minimum distance between a dwelling unit and an accessory structure, or between two (2) accessory structures on the same site shall be five (5) feet, unless the structure otherwise meets the Building Code for fire rating.

(4) Wholly Within Existing Space (Two-Family or Multifamily) – Accessory Dwelling Units.

a. The accessory dwelling unit is located in a zoning district that allows residential use.

b. The lot on which the accessory dwelling unit is located contains an existing two-family or multifamily dwelling.

c. The accessory dwelling unit is located within a portion of the existing two-family or multifamily dwelling structure that is not used as livable space.

d. The total number of accessory dwelling units within the dwelling will not exceed twenty-five percent (25%) of the existing number of primary dwelling units within the existing two-family or multifamily dwelling structure, provided that all two-family or multifamily dwellings shall be permitted at least one accessory dwelling unit.

(5) Detached, New Construction (Two-Family or Multifamily) – Accessory Dwelling Units.

a. The accessory dwelling unit is located in a zoning district that allows residential use.

b. The lot on which the accessory dwelling unit is located contains an existing two-family or multifamily dwelling.

c. The accessory dwelling unit is detached from the two-family or multifamily dwelling.

d. The accessory dwelling unit is located at least four (4) feet from the side and rear lot lines and has a height of no more than sixteen (16) feet, measured from the lowest portion of the building that is above ground to the top most portion of the roof, exclusive of chimneys or vents.

e. Two (2) detached accessory dwelling units are permitted per lot.

f. Due to fire and life safety building standards, the minimum distance between a dwelling unit and an accessory structure, or between two (2) accessory structures on the same site shall be five (5) feet, unless the structure otherwise meets the Building Code for fire rating.

(c) Standards for other accessory dwelling units.

These criteria cover accessory dwelling unit applications that do not meet the criteria under California Government Code Section 65852.2(e) for streamlined accessory dwelling units, including accessory dwelling units that are a conversion or use of an existing attached or detached structure accessory to a primary residence and expansion of an existing single family unit beyond one hundred fifty (150) square feet for ingress and egress for an attached accessory dwelling unit. Applications under this Subsection (c) shall be limited to one accessory dwelling unit per lot.

Any accessory dwelling unit that does not meet the criteria of Subsection (b) shall meet the following development standards and use restrictions:

(1) The accessory dwelling unit is located in a zoning district that allows single-family residential use.

(2) The lot on which the accessory dwelling unit is located contains an existing or proposed single-family dwelling or multifamily dwelling.

(3) The lot on which the accessory dwelling unit is located does not contain another accessory dwelling unit or junior accessory dwelling unit.

(4) The accessory dwelling unit meets all nondiscretionary requirements for any single-family dwelling located on the same parcel lot in the same zoning district. These requirements include, but are not limited to, building height, setback, site coverage, floor area ratio, building envelope, payment of any applicable fee, and building code requirements. The following exceptions to these requirements apply:

a. No setback is required for an accessory dwelling unit located within an existing living area or existing accessory structure, or an accessory dwelling unit that replaces an existing structure and is located in the same location and to the same dimensions as the structure being replaced. A side and rear yard setback of at least four (4) feet is required for all other accessory dwelling units or portions thereof, including new structures that exceed the footprint of the structure being replaced.

b. The minimum distance between a dwelling unit and an accessory structure, or between two (2) accessory structures on the same site shall be five (5) feet.

c. The minimum lot area per dwelling unit required by the applicable district shall not apply.

d. The height of an accessory dwelling unit shall be no more than sixteen (16) feet, measured from the lowest portion of the building that is above ground to the topmost portion of the roof, exclusive of chimneys or vents. No detached accessory dwelling unit structure shall exceed one story in height.

e. The only architectural and design standards that apply to accessory dwelling units are as follows:

1. The accessory dwelling unit shall use similar exterior siding materials, colors, window types, door and window trims, roofing materials, and roof pitch as the primary dwelling.

2. If the accessory dwelling unit is attached to a primary dwelling, the accessory dwelling unit shall have an entrance separate from the primary dwelling located so that it is not visible from a public street, where feasible.

3. The entrance to a detached accessory dwelling unit shall be located at least four (4) feet from any property line. Applicants are encouraged to locate the entrance at least ten (10) feet from any property line.

4. If the property abuts an alley, any driveway access for an ADU must be provided through the alley.

5. For accessory dwelling units attached to a single-family primary dwelling unit, new entrances and exits are allowed on the side and rear of the structures only.

6. The City shall apply the Preservation Ordinance, Chapter 10-4 of the Redondo Beach Municipal Code, to an application for an accessory dwelling unit under this subsection, including, but not limited to, the enforcement of an existing or future contract between the applicant and the City under the Mills Act (Cal. Government Code Sections 50280-50290 and California Revenue and Taxation Code Sections 439-439.a) to preserve and/or restore a historic structure.

f. Under California Government Code Section 65852.2, no passageway is required in conjunction with the construction of an accessory dwelling unit. "Passageway" is defined as a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

g. The accessory dwelling unit is not required to provide fire sprinklers unless fire sprinklers are required for the primary single-family dwelling.

(5) The living area of the accessory dwelling unit shall not exceed eight hundred fifty (850) square feet for studios or one-bedroom accessory dwelling units or one thousand (1,000) square feet for accessory dwelling units that provide more than one bedroom.

(6) Limits on the living area of an accessory dwelling unit based on percentage of proposed or existing primary dwelling size, lot coverage, floor area ratio, open space, or lot size shall not be used to reduce the living area of the accessory dwelling unit below eight hundred (800) square feet or limit the height of the accessory dwelling unit below sixteen (16) feet.

(7) The minimum living area of the accessory dwelling unit shall be no less than one hundred fifty (150) square feet or the minimum required for an efficiency dwelling unit as defined in Health and Safety Code Section 17958.1, as may be amended from time to time.

(8) Parking.

a. A minimum of one off-street parking space for the accessory dwelling unit, in addition to the spaces required for the single-family primary dwelling, shall be provided for accessory dwelling units unless:

1. The accessory dwelling unit is located within one-half mile walking distance of public transit. For the purpose of this paragraph, public transit shall mean a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

2. The accessory dwelling unit is located within an architecturally and historically significant historic district.

3. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

5. Where there is a car share vehicle located within one block of the accessory dwelling unit.

b. Notwithstanding any other provisions of this Code, the required parking space may be located as a tandem space in an existing driveway or in the required setbacks, and may have a permeable, all-weather surface, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions. All parking spaces provided shall have dimensions that conform with the requirements of Section 10-2.1704.

c. When a private garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, replacement off street parking spaces are not required. When replacement spaces are provided, they may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, enclosed spaces, unenclosed spaces, or tandem spaces, or by the use of mechanical automobile parking lifts; provided, that the spaces and driveway comply with the requirements found in Section 10-2.1704 to the extent those requirements do not conflict with this Section.

(9) The accessory dwelling unit may be rented in full or in part for the purpose of overnight lodging for terms of thirty (30) or more consecutive days, but it shall not be rented or subleased for shorter terms. Neither the single-family primary dwelling nor the accessory dwelling unit shall be sold or otherwise conveyed separately from the other unit.

(10) No impact fees, as defined in Government Code Section 65852.2(f), shall be imposed on any accessory dwelling unit with a living area of less than seven hundred fifty (750) square feet. Impact fees for all other accessory dwelling units shall be charged proportionately in relation to the square footage of the primary dwelling unit.

SECTION 5. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 6. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 7. FORWARD TO CALIFORNIA DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. That the City Clerk forward a copy of this Ordinance to the California Department of Housing and Urban Development so the above noted State Departments will be informed of the action of the City Council.

SECTION 8. PUBLICATION AND EFFECTIVE DATE. This ordinance shall be published by one insertion in the Beach Reporter, the official newspaper of said City, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2021.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3210-20 was duly introduced at a regular meeting of the City Council held on the 8th day of December, 2020, and was duly approved and adopted at a regular meeting of said City Council held on the 12th day of January, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. 3211-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES IN THE COASTAL ZONE, CONSISTENT WITH STATE LAW

WHEREAS, Section 30001.5 of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code) provides that the one of the basic goals of the state for the coastal zone is to assure orderly, balanced utilization and conservation of the coastal zone resources taking into account the social and economic needs of the people of the state;

WHEREAS, Coastal Act Section 30001.5 provides that one of the basic goals of the state for the coastal zone is to maximize public access to and along the coast to maximize public recreational opportunities in the coastal zone;

WHEREAS, Coastal Act Section 30004 provides that to achieve maximum responsiveness to local conditions, accountability, and public accessibility, it is necessary to rely heavily on local government and local land use planning procedures and enforcement;

WHEREAS, Coastal Act Section 30005 provides that the Coastal Act is not a limitation on the power of a city to adopt and enforce regulations not in conflict with the Coastal Act or to impose further conditions, restrictions, or limitations with respect to any land or water use or other activity which might adversely affect the resources of the coastal zone;

WHEREAS, Coastal Act Section 30500 provides that each local government in California lying in the coastal zone shall prepare a local coastal program for that portion of the coastal zone within its jurisdiction that shall contain a specific public access component to assure that maximum public access to the coast and public recreation areas is provided;

WHEREAS, Coastal Act Section 30519 provides that development review authority shall be delegated by the Coastal Commission to the local agency through a certified local coastal program;

WHEREAS, the California Coastal Commission certified the local coastal program of the City of Redondo Beach (LCP) on June 18, 1981 and subsequently certified amendments to the LCP;

WHEREAS, the LCP provides that by requiring adequate parking for new developments within the coastal zone in the past, the City has assured adequate parking accessibility to the beach and the Harbor-Pier area and that this policy will be

continued by assuring the adoption of adequate parking standards in the implementing ordinance of the LCP;

WHEREAS, the LCP provides that the total supply of on-street parking within the Coastal Zone will be retained to assure adequate parking access to the beach and Harbor-Pier area;

WHEREAS, the LCP provides that multifamily dwellings must provide two parking spaces per unit as well as one guest space per every four residential units in the Coastal Zone;

WHEREAS, the LCP provides that major usage of on-street parking in the Coastal Zone shall be for recreational parking needs;

WHEREAS, a 1978 beach user's survey indicated that 70% of the beachgoers in the City of Redondo Beach access the beach by automobile;

WHEREAS, the LCP requires adequate parking for new developments within the Coastal Zone;

WHEREAS, the City of Redondo Beach implements the LCP through its Coastal Land Use Plan Implementation Ordinance set forth in Redondo Beach Municipal Code Chapter 10-5;

WHEREAS, Chapter 10-5 provides that the broad purposes of the Zoning Ordinance for the coastal zone are, among other things, to maximize public access, ensure compatibility between land uses, and ensure adequate provision of off-street parking;

WHEREAS, on October 9, 2019, the California Governor signed legislative bills as amendments to State law (in signature order: Senate Bill 13, Assembly Bill 68, and Assembly Bill 881, Statutes of 2019), effective January 1, 2020, that require the City of Redondo Beach to amend its Zoning Ordinance to conform to State Government Code Sections 65852.2 and 65852.22, pertaining to the regulation of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).

WHEREAS, under State Government Code Sections 65852.2 and 65852.22, if a local agency has an existing ADU ordinance that fails to meet the requirements of Sections 65852.2 and 65852.22, that ordinance shall be null and void and that agency shall thereafter apply the standards established in the State's Government Code for the approval of ADUs, unless and until the agency adopts an ordinance that complies with the State Government Code;

WHEREAS, the Housing Element of the General Plan of the City of Redondo Beach provides that the City should enhance the availability of suitable sites for housing

development which can accommodate a range of housing by type, size, location, price, and tenure;

WHEREAS, the Housing Element provides that the City should allow flexibility within the City's standards and regulations to encourage a variety of housing types;

WHEREAS, the Housing Element provides that the City should mitigate any potential governmental constraints to housing production and affordability;

WHEREAS, the Housing Element provides that the City should review and adjust as appropriate residential development standards, regulations, ordinances, departmental processing procedures, and residential fees related to rehabilitation and construction that are determined to be a constraint on the development of housing, particularly housing for lower and moderate income households and for persons with special needs;

WHEREAS, accessory dwelling units (ADUs) provide a community benefit by expanding the number and type of residential facilities available and assist ADU owners by providing additional affordable space for housing family or friend and/or revenue that may be used for maintenance, upgrades and other costs, in conformance with the Goals, Policies, and Programs of the Housing Element of the City's General Plan;

WHEREAS, if not regulated, ADUs can create nuisances such as overcrowding, illegal vehicle parking, traffic-flow disruptions, and loss of off-street parking in the coastal zone that will inhibit access to publicly accessible beaches and the Harbor-Pier area. The restrictions of the ADU Ordinance Amendment are necessary to prevent a burden on City services, potential adverse impacts on residential neighborhoods, and loss of public access to the City's public beaches and Harbor-Pier area posed by ADUs;

WHEREAS, in Ordinance No. 2912-03 adopted on October 7, 2003, the City of Redondo Beach adopted regulations for Second Dwelling Units in the coastal zone of the City, codified in Chapter 10-5 of the Redondo Beach Municipal Code;

WHEREAS, on February 18, 2004, the California Coastal Commission certified Chapter 10-5 as compliant with the Coastal Act and the LCP;

WHEREAS, the City amended Chapter 10-5 in Ordinance No. 3187-19 adopted on April 16, 2019;

WHEREAS, the existing provisions of Chapter 10-5 have not been considered for certification by the Coastal Commission and do not meet the new requirements of Government Code Sections 65852.2 and 65852.22;

WHEREAS, Government Code Section 65852.2 states that, "Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the Coastal Act except that the local government shall not be required to

hold public hearings for coastal development permit applications for accessory dwelling units;"

WHEREAS, the California Coastal Commission issued memos on April 18, 2017 and November 20, 2017 to provide guidance to jurisdictions located within the Coastal Zone for implementing amendments to their local coastal plans to be consistent with revised Government Code section 65852.2;

WHEREAS, the Coastal Commission recommends that the City of Redondo Beach amend the LCP and Chapter 10-5 to align with the new ADU requirements;

WHEREAS, under Government Code Section 65852.2 the City of Redondo Beach may, by ordinance, provide for the creation of ADUs in residentially zoned areas in the coastal zone and impose standards on ADUs that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places;

WHEREAS, the purpose of this Ordinance is to implement Government Code Sections 65852.2 and 65852.22, as amended, and to provide for the health, safety, and welfare of City of Redondo Beach citizens by ensuring that development standards are established for ADUs, JADUs, and combinations thereof that account for local field conditions;

WHEREAS, this ADU Ordinance Amendment is consistent with Government Code section 65852.2 and the Coastal Act in so far as it attempts to comply with the standards in section 65852.2 to the greatest extent feasible while including limited modifications to protect coastal resources in the coastal zone of the City;

WHEREAS, requiring ADUs to provide off-street parking in neighborhoods adjacent to publicly accessible beaches and the Harbor-Pier area will enhance coastal resources, namely coastal access;

WHEREAS, the adoption of parking standards for ADUs in this Ordinance implements the LCP by promoting the City's beach access policies to diligently enforce parking standards and retain the total supply of on-street parking;

WHEREAS, under Government Code Sections 65852.2(d) and (e), the City is not permitted to require replacement of off-street parking spaces lost through conversion of private garages, carports, or covered parking structures to ADUs and is required to approve conversions of off-street parking spaces to ADUs within existing multifamily residential buildings at a ratio of up to one ADU for every four units in a multifamily building;

WHEREAS, the conversion of private garages, carports, and covered parking structures to ADUs in the coastal zone could result in the loss of substantial off-street parking spaces;

WHEREAS, 3,207 dwelling units in multifamily residential buildings of four or more units currently located in the coastal zone are eligible to convert off-street parking spaces to accessory dwelling units, which, along with conversions of off-street parking spaces in multifamily buildings of two and three units, could cause a potential loss of more than 748 off-street parking spaces in the coastal zone;

WHEREAS, the loss of off-street parking spaces in the coastal zone resulting from the City's application of the off-street parking provisions of Government Code Section 65852.2 could significantly undermine a core policy of the Coastal Act and the LCP to maximize public access to the beach and Harbor-Pier area;

WHEREAS, the State provided in Government Code Section 65852.2(l) that nothing in Section 65852.2 shall supersede or in any way alter or lessen the effect of the Coastal Act;

WHEREAS, in accordance with Government Code Section 65852.2(l), the City has modified this Ordinance to require at least one off-street parking space for each ADU in the coastal zone to achieve a reasonable balance between the objective of Section 65852.2 to encourage the development of accessory dwelling units and the strong public policy of the Coastal Act and the LCP to maximize public access to the beach and Harbor-Pier area;

WHEREAS, issuance of building permits or any other applicable ministerial permit of approval that pertain to ADUs, JADUs, and combinations thereof will be subject to all provisions as set forth below, unless otherwise specified in this Ordinance, notwithstanding other existing zoning provisions and regulations of the City of Redondo Beach;

WHEREAS, on November 19th, 2020, the Redondo Beach Planning Commission held a duly noticed public hearing, took public testimony, considered the ordinance amendments, and approved Resolution 2020-11-PCR-19 recommending that City Council adopt the amendments;

WHEREAS, on December 8th, 2020, the Redondo Beach City Council conducted a duly noticed public hearing, accepted public testimony, and introduced Ordinance XXXX-20 amending the Coastal Land Use Implementing Ordinance provisions pertaining to accessory dwelling units;

WHEREAS, on December 8, the City Council adopted a resolution authorizing the transmittal of this Ordinance to the California Coastal Commission for consideration for certification as compliant with the Coastal Act and the LCP;

**THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES
HEREBY FIND AS FOLLOWS:**

SECTION 1. FINDINGS.

- A. In compliance with the California Environmental Quality Act of 1970, as amended (CEQA), and State and local guidelines adopted pursuant thereto, the City Council of the City of Redondo Beach determined that the Municipal Code amendments qualify for CEQA statutory and general rule exemptions. Under Public Resources Code Section 21080.17, CEQA does not apply to adoption of an ordinance to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code (i.e. the State Accessory Dwelling Unit law). Furthermore, the adoption of an ordinance to implement state law will not result in direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines Section 15060(c)(2)) and the activity is not a considered a project under CEQA and therefore qualifies for the general rule exemption under Section 15061(b)(3) of the CEQA Guidelines.
- B. The amendments to the Coastal Land Use Plan Implementation Ordinance are consistent with the General Plan and Local Coastal Program.
- C. These amendments do not require a vote of the people under Article XXVII of the City Charter.

SECTION 2. The above recitals are true and correct and are incorporated herein by reference as if set forth in full.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO
BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:**

SECTION 3. On February 18, 2004, the California Coastal Commission certified Title 10, Chapter 5 of the Redondo Beach Municipal Code as compliant with the Coastal Act. On April 16, 2019, by Ordinance No. 3187-19, the City of Redondo Beach amended Chapter 10-5 to read as set forth in Sections 4, 5, 6, 7, and 8 of this Ordinance. The Coastal Commission has not considered the amendments to Chapter 10-5 for certification as compliant with the Coastal Act and the City's Local Coastal Program. Because the provisions of Chapter 10-5 in effect prior to the current provisions adopted in Ordinance No. 3187-19 had been certified by the Coastal Commission, the City sets forth the now rescinded provisions of Chapter 10-5 regarding Second Dwelling Units that had been certified by the Coastal Commission for informational purposes.

10-5.1506 Second units in single-family and multi-family residential zones.

Second units shall be a permitted use on all lots in residential zones, provided the unit, if in a single-family residential zone, complies with all development standards applicable to single-family dwellings in the zone in which the second unit is to be located, or provided the unit, if in a multiple-family residential zone, complies with all development standards applicable to multiple-family dwellings in the zone in which the second unit is to be located. Second units shall be subject to Administrative Design Review and conformance with the City's Residential Design Guidelines. A second unit

conforming with the requirements of this section shall not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to be a residential use that is consistent with the existing General Plan, Coastal Land Use Plan and zoning designations for the lot. In addition, second units shall comply with the following standards:

(a) **Permitted in conjunction with single-family dwelling.** A second unit shall only be permitted on a residential lot on which there is already built one single-family dwelling. A second dwelling shall not be permitted on any lot already containing two (2) or more dwelling units. At no time shall the lot be allowed to contain both a second unit and a guest dwelling.

(b) **Unit size in single-family zones.** Notwithstanding Section 10-5.1512, in single-family residential zones, the minimum size of a second unit, whether attached or detached, shall be 400 square feet and the maximum size shall be 600 square feet, excluding garages.

(c) **Lot area.** No second unit shall be permitted on a lot having less than 6,000 square feet in area in the R-1 or R-2 zones. No second unit shall be permitted on a lot having less than 5,000 square feet in area in the R-3A or RMD zones, or on a lot having less than 3,112 square feet in the RH-1, RH-2 or RI-1-3 zones.

(d) **Setbacks, height, stories, maximum floor area ratio, outdoor living space.** All second units shall comply with the development standards of the underlying zone applicable to the primary unit, including, but not limited to, setbacks, height, stories, floor area ratio, outdoor living space, and other general regulations. The floor area of the second unit shall be included for purposes of determining the floor area of buildings on the lot when calculating floor area ratio. Notwithstanding the height and story limits applicable to the primary unit, in single-family zones a detached second unit shall be limited to one story and a maximum height of fifteen (15) feet.

(e) **Setbacks between dwelling units on the same lot.** Pursuant to Section 10-5.1502 of this chapter, the minimum setback between the primary dwelling and a detached second unit shall be not less than twenty (20) feet.

(f) **Parking.**

(1) In single-family residential zones, two enclosed parking spaces shall be required for the primary dwelling and two enclosed parking spaces shall be required for the second unit;

(2) In multi-family residential zones, two parking spaces including at least one enclosed space shall be required for the primary dwelling and two parking spaces including at least one enclosed space shall be required for the second unit.

(3) The second unit shall utilize the same vehicular access that serves the primary unit.

(4) The development shall comply with all parking regulations pursuant to Article 5 of this chapter.

(g) **Occupancy.** In single-family residential zones, either the primary unit or the second unit shall be occupied by the owner of the property. Prior to the issuance of a

building permit for the second unit, a covenant shall be recorded that specifies that no more than one of the units may be rented.

(h) **Entries.** In single-family residential zones, if the second unit is attached to the primary unit, a separate entrance to the second unit shall not be permitted unless it is located on the side or at the rear of the building.

(i) **Variances and modifications.** In single-family residential zones, no second unit shall be granted a variance or modification from any standards in this chapter. No second unit shall be permitted on any lot having any building or structure that was granted a variance or modification from any standards in this chapter or does not conform to all development standards in this chapter.

(j) **Conversions of guest dwellings or other buildings on the lot to a second unit.** No existing building on the lot shall be approved as a second unit unless the Community Development Director and Chief Building Official determine that the use of the building as a second unit will be in compliance with all development standards of this section and chapter and with all Building Codes.

(§ 3, Ord. 2912 c.s., eff. November 6, 2003, as amended by § 1, Ord. 3102 c.s., eff. February 8, 2013, and § 1, Ord. 3107 c.s., eff. February 8, 2013)

SECTION 4. AMENDMENT OF CODE. The following terms and definitions are hereby amended to read as follows in Title 10, Chapter 5, Article 1, Section 10-5.402 (a) of the Redondo Beach Municipal Code.

(3.5) **“Accessory Dwelling Unit”** shall mean a residential dwelling unit on a lot with a proposed or existing primary residence or multifamily dwelling that is within a proposed or existing primary residence or multifamily dwelling or a structure accessory to a proposed or existing primary residence, or a residential dwelling unit detached from a proposed or existing primary residence or multifamily dwelling ~~which~~ that provides complete independent living facilities for one or more persons and is located on the same lot as the proposed or existing primary residence or multifamily dwelling. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit includes an efficiency unit as defined in Section 17958.1 of the California Health & Safety Code and a manufactured home as defined in Section 18007 of the California Health & Safety Code.

(104.5) **“Junior accessory dwelling unit”** shall mean a unit that is no more than 500 square feet in size and is contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.

(110.5) **“Living area”** shall mean the interior habitable area of a dwelling unit, including habitable basements and attics, but does not include a garage or any nonhabitable accessory building.

SECTION 5. AMENDMENT OF CODE. The following terms and definitions are hereby **OMITTED** from Title 10, Chapter 5, Article 1, Section 10-5.402 (a) of the Redondo Beach Municipal Code:

(164) **“Second unit”** shall mean an attached or detached residential dwelling unit which provides complete independent living facilities including a bathroom, kitchen, and sleeping quarters for one or more persons on a residentially zoned lot that already contains one legally established residential unit.

SECTION 6. AMENDMENT OF CODE. Title 10, Chapter 5, Article 3, Division 1, Section 10-5.1506, of the Redondo Beach Municipal Code is hereby amended to read as follows:

10-5.1506 Accessory dwelling units in single-family and multi-family residential zones.

Accessory dwelling units and junior accessory dwelling units shall be permitted uses in areas zoned to allow single-family or multifamily dwelling residential use on lots that contain a proposed or existing single-family dwelling or an existing multifamily dwelling, provided that the unit complies with this Section.

An accessory dwelling unit or junior accessory dwelling unit that conforms to the requirements of this Section shall not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to be a residential use that is consistent with the existing General Plan and zoning designations for the lot. In addition, accessory dwelling units shall comply with the following standards:

(a) Review and approval.

(1) **Ministerial Approval.** A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding any local ordinance regulating the issuance of variances or special use permits.

(2) **Building Permit.** Accessory dwelling units and junior accessory dwelling units require a building permit issued in conformance with all Building Codes and this Section. This Section shall not validate any existing accessory dwelling unit or junior accessory dwelling unit constructed without the benefit of City-issued permits.

(3) **Approval Period.**

a. If there is an existing single-family or multi-family dwelling on the lot, the Community Development Director and Chief Building Official shall act on all required permits for accessory dwelling units or junior accessory dwelling units within sixty (60) days after receipt of a complete and Code compliant application.

b. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the applicant is encouraged to submit the accessory dwelling unit and other proposal(s) for combined review by the Community Development Director and Chief Building Official. If the applicant makes this election, the applicant voluntarily

forgoes the streamlining procedures of Subsection (b). If the applicant does not elect combined review and the application for the accessory dwelling unit complies with the streamlining procedure of Subsection (b), the Community Development Director and Chief Building Official will apply the streamlining procedure of Subsection (b) to the application, including the sixty (60)-day time period to act on a complete and Code compliant application.

c. If the applicant requests a delay of the City's action on the application for an accessory dwelling unit, the sixty (60)-day time period shall be tolled for the period of the delay.

d. For either option in paragraphs b or c, the certificate of occupancy for the accessory dwelling unit shall not be issued before the certificate of occupancy for the primary dwelling unit.

e. The City may charge a fee to reimburse it for costs incurred to implement the approval process in paragraphs b and c, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) **Noncompliant Proposals.** If the requirements of this Section are not met, the proposed accessory dwelling unit or junior accessory dwelling unit cannot be approved under this Section. Notwithstanding the foregoing, applicants may seek approval of the unit, addition, or renovation under the city's generally applicable standards and procedures, including a variance under Section 10-2.2510.

(5) **Conversion of Existing Residence.** An existing residence may be converted to an accessory dwelling unit in conjunction with development of a new primary dwelling unit, so long as the primary dwelling unit meets required development standards.

(6) **Existing Accessory Dwelling Unit.** An existing accessory dwelling unit or junior accessory dwelling unit may be enlarged or modified only in accordance with the requirements of this Section.

(7) **Density.** To the extent required by California Government Code Section 65852.2, an accessory dwelling unit or junior accessory dwelling unit built in conformance with this Section does not count toward the allowed density for the lot upon which the accessory dwelling unit is located.

(8) **General Plan and Zoning Designations.** Accessory dwelling units and junior accessory dwelling units approved in compliance with this Section are a residential use that is consistent with the City's General Plan and Zoning Ordinance.

(9) **Clean and Waste Water.** Accessory dwelling units shall not be approved absent a finding of adequate water supply and wastewater treatment capacity.

a. For accessory dwelling units or junior accessory units built within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure, the accessory dwelling unit can be accommodated with the existing water service and existing sewer lateral or septic system, insofar as evidence is provided that the existing water service and existing sewer lateral or septic system has adequate capacity to serve both the primary residence and accessory dwelling unit. No additional water meter shall be required, unless requested by the applicant.

b. Applicants that meet the requirements for streamlined approval of accessory dwelling units or junior accessory units built within existing space of a single-family dwelling or accessory structure under Subsection (b)(2) of this Section shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

c. Applicants that meet the requirements for streamlined approval of accessory dwelling units under Subsection (b)(3)-(5) of this Section or for other accessory dwelling units under Subsection (c) may be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility. Applicants may be required to pay a connection fee or capacity charge proportionate to the burden of the proposed accessory dwelling unit on the water or sewer system based on either its living area or its DFU values as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, as codified in the California Plumbing Code.

(10) **Owner Occupancy.** Any declaration of restrictions regarding owner occupancy previously recorded in conjunction with development of an accessory dwelling unit remains valid and binding on any successor in ownership of the property unless the accessory dwelling unit is removed. For any accessory dwelling unit permitted after January 1, 2025, for single-family residential zones, the primary unit or the accessory dwelling unit shall be occupied by the owner of the property. Prior to the issuance of a building permit for the accessory dwelling unit, a covenant shall be recorded that specifies that no more than one of the units may be rented.

(11) **One Application for Accessory Dwelling Units on Lots with Multifamily Dwellings.** Where an accessory dwelling unit was constructed on a lot with a proposed or existing multifamily dwelling under Subsection (c)(2), an application may not thereafter be submitted under Subsection (b) for a streamlined accessory dwelling unit on the same lot.

(b) Standards for streamlined accessory dwelling units.

Under California Government Code Section 65852.2(e), the City shall approve the following streamlined accessory dwelling units if the specified development standards and use restrictions are met:

(1) Standards applicable to all streamlined accessory dwelling units and junior accessory dwelling units.

a. The accessory dwelling unit or junior accessory dwelling unit complies with applicable building codes and health and safety regulations; however, the accessory dwelling unit or junior accessory dwelling unit is not required to provide fire sprinklers unless fire sprinklers are required for the primary dwelling. All structures, however, including accessory dwelling units and junior accessory dwelling units, shall comply with building codes, including, but not limited to, fire rating requirements.

b. The accessory dwelling unit or junior accessory dwelling unit may be rented in full or in part for the purpose of overnight lodging for terms of thirty (30) or more consecutive days, but it shall not be rented for overnight lodging or subleased for shorter terms. Neither the primary dwelling nor the accessory dwelling unit or junior

accessory dwelling unit shall be sold or otherwise conveyed separately from the other unit.

c. If the accessory dwelling unit or junior accessory dwelling unit will be connected to an onsite water treatment system, the applicant may be required to submit a percolation test completed within the last five (5) years, or if the percolation test has been recertified, within the last ten (10) years.

d. The applicant shall provide one off-street parking space per accessory dwelling unit or junior accessory dwelling unit that complies with the requirements of Section 10-5.1704 on the same lot as the accessory dwelling unit or junior accessory dwelling unit and dedicated for non-exclusive use by the occupant(s) of the accessory dwelling unit or junior accessory dwelling unit. Notwithstanding any other provisions of this Code, the required parking space may be located as a tandem space in an existing driveway or in the required setbacks, and may have a permeable, all-weather surface, unless specific findings are made that parking in setback areas or tandem parking is not feasible based on specific site or regional topographical or fire and life safety conditions. The parking space for the primary dwelling and the accessory dwelling unit or junior accessory dwelling unit may be located in any configuration on the same lot as the accessory dwelling unit or junior accessory dwelling unit, including, but not limited to, enclosed spaces, unenclosed spaces, or tandem spaces, or by the use of mechanical automobile parking lifts; provided that the spaces and driveway comply with the requirements of Section 10-5.1704.

(2) Within Existing Space (Single-Family) – Accessory Dwelling Units and Junior Accessory Dwelling Units.

a. The accessory dwelling unit or junior accessory dwelling unit is located in a zoning district that allows single-family residential use.

b. The lot on which the accessory dwelling unit or junior accessory dwelling unit is located contains an existing or proposed single-family dwelling.

c. The lot on which the accessory dwelling unit or junior accessory dwelling unit is located contains no more than one accessory dwelling unit or junior accessory dwelling unit.

d. The accessory dwelling unit or junior accessory dwelling unit is wholly within the existing or proposed space of a single-family dwelling or the existing space of a physically attached accessory structure, or requires an addition of no more than one hundred fifty (150) square feet to an existing accessory structure to accommodate ingress and egress.

e. The accessory dwelling unit or junior accessory dwelling unit has exterior access independent from the existing single-family dwelling. Applicants are encouraged to locate the exterior access so that it does not face the front property line.

f. The junior accessory dwelling unit is no greater than five hundred (500) square feet in living area.

g. The existing single-family dwelling or accessory structure has side and rear setbacks sufficient for fire and safety. If the existing dwelling or structure complies with the City's setback requirements as described in this Code, it shall automatically meet this standard.

h. If a junior accessory dwelling unit is proposed, it complies with the requirements of California Government Code section 65852.22.

1. This includes the requirement of a recorded deed restriction for the junior accessory dwelling unit, which shall run with the land and be filed with the permitting agency, that prohibits the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers. The deed restriction includes a restriction on the size and attributes of the junior accessory dwelling unit in conformance with the Redondo Beach Municipal Code and California Government Code Section 65852.22.

2. This includes the requirement that either the primary unit or the junior accessory dwelling unit shall be occupied by the owner of the property. Prior to the issuance of a building permit for the junior accessory dwelling unit, a covenant shall be recorded that specifies that no more than one of the units may be rented. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Detached, New Construction (Single-Family) – Accessory Dwelling Units.

a. The accessory dwelling unit is located in a zoning district that allows single-family residential use.

b. The lot on which the accessory dwelling unit is located contains an existing or proposed single-family dwelling.

c. The lot on which the accessory dwelling unit is located contains no more than one accessory dwelling unit or junior accessory dwelling unit.

d. The accessory dwelling unit is detached from the single-family dwelling.

e. The accessory dwelling unit is new construction.

f. The accessory dwelling unit is located at least four (4) feet from the side and rear lot lines, is no greater than eight-hundred (800) square feet in living area, and has a height of no more than sixteen (16) feet, measured from the lowest portion of the building that is above ground to the top most portion of the roof, exclusive of chimneys or vents.

g. Due to fire and life safety building standards, the minimum distance between a dwelling unit and an accessory structure, or between two (2) accessory structures on the same site shall be five (5) feet, unless the structure otherwise meets the Building Code for fire rating.

(4) Wholly Within Existing Space (Two-Family or Multifamily) – Accessory Dwelling Units.

a. The accessory dwelling unit is located in a zoning district that allows residential use.

b. The lot on which the accessory dwelling unit is located contains an existing two-family or multifamily dwelling.

c. The accessory dwelling unit is located within a portion of the existing two-family or multifamily dwelling structure that is not used as livable space.

d. The total number of accessory dwelling units within the dwelling will not exceed twenty-five percent (25%) of the existing number of primary dwelling units within the existing two-family or multifamily dwelling structure, provided that all two-family or multifamily dwellings shall be permitted at least one accessory dwelling unit.

(5) Detached, New Construction (Two-Family or Multifamily) – Accessory Dwelling Units.

a. The accessory dwelling unit is located in a zoning district that allows residential use.

b. The lot on which the accessory dwelling unit is located contains an existing two-family or multifamily dwelling.

c. The accessory dwelling unit is detached from the two-family or multifamily dwelling.

d. The accessory dwelling unit is located at least four (4) feet from the side and rear lot lines and has a height of no more than sixteen (16) feet, measured from the lowest portion of the building that is above ground to the top most portion of the roof, exclusive of chimneys or vents.

e. Two (2) detached accessory dwelling units are permitted per lot.

f. Due to fire and life safety building standards, the minimum distance between a dwelling unit and an accessory structure, or between two (2) accessory structures on the same site shall be five (5) feet, unless the structure otherwise meets the Building Code for fire rating.

(c) Standards for other accessory dwelling units.

These criteria cover accessory dwelling unit applications that do not meet the criteria under California Government Code Section 65852.2(e) for streamlined accessory dwelling units, including accessory dwelling units that are a conversion or use of an existing attached or detached structure accessory to a primary residence and expansion of an existing single family unit beyond one hundred fifty (150) square feet for ingress and egress for an attached accessory dwelling unit. Applications under this Subsection (c) shall be limited to one accessory dwelling unit per lot.

Any accessory dwelling unit that does not meet the criteria of Subsection (b) shall meet the following development standards and use restrictions:

(1) The accessory dwelling unit is located in a zoning district that allows single-family residential use.

(2) The lot on which the accessory dwelling unit is located contains an existing or proposed single-family dwelling or multifamily dwelling.

(3) The lot on which the accessory dwelling unit is located does not contain another accessory dwelling unit or junior accessory dwelling unit.

(4) The accessory dwelling unit meets all nondiscretionary requirements for any single-family dwelling located on the same parcel lot in the same zoning district.

These requirements include, but are not limited to, building height, setback, site coverage, floor area ratio, building envelope, payment of any applicable fee, and building code requirements. The following exceptions to these requirements apply:

a. No setback is required for an accessory dwelling unit located within an existing living area or existing accessory structure, or an accessory dwelling unit that replaces an existing structure and is located in the same location and to the same dimensions as the structure being replaced. A side and rear yard setback of at least four (4) feet is required for all other accessory dwelling units or portions thereof, including new structures that exceed the footprint of the structure being replaced.

b. The minimum distance between a dwelling unit and an accessory structure, or between two (2) accessory structures on the same site shall be five (5) feet.

c. The minimum lot area per dwelling unit required by the applicable district shall not apply.

d. The height of an accessory dwelling unit shall be no more than sixteen (16) feet, measured from the lowest portion of the building that is above ground to the topmost portion of the roof, exclusive of chimneys or vents. No detached accessory dwelling unit structure shall exceed one story in height.

e. The only architectural and design standards that apply to accessory dwelling units are as follows:

1. The accessory dwelling unit shall use similar exterior siding materials, colors, window types, door and window trims, roofing materials, and roof pitch as the primary dwelling.

2. If the accessory dwelling unit is attached to a primary dwelling, the accessory dwelling unit shall have an entrance separate from the primary dwelling located so that it is not visible from a public street, where feasible.

3. The entrance to a detached accessory dwelling unit shall be located at least four (4) feet from any property line. Applicants are encouraged to locate the entrance at least ten (10) feet from any property line.

4. If the property abuts an alley, any driveway access for an ADU must be provided through the alley.

5. For accessory dwelling units attached to a single-family primary dwelling unit, new entrances and exits are allowed on the side and rear of the structures only.

6. The City shall apply the Preservation Ordinance, Chapter 10-4 of the Redondo Beach Municipal Code, to an application for an accessory dwelling unit under this Subsection, including, but not limited to, the enforcement of an existing or future contract between the applicant and the City under the Mills Act (Cal. Government Code Sections 50280-50290 and California Revenue and Taxation Code Sections 439-439.a) to preserve and/or restore a historic structure.

f. Under California Government Code Section 65852.2, no passageway is required in conjunction with the construction of an accessory dwelling unit.

“Passageway” is defined as a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

g. The accessory dwelling unit is not required to provide fire sprinklers unless fire sprinklers are required for the primary single-family dwelling.

(5) The living area of the accessory dwelling unit shall not exceed eight hundred fifty (850) square feet for studios or one-bedroom accessory dwelling units or one thousand (1,000) square feet for accessory dwelling units that provide more than one bedroom.

(6) Limits on the living area of an accessory dwelling unit based on percentage of proposed or existing primary dwelling size, lot coverage, floor area ratio, open space, or lot size shall not be used to reduce the living area of the accessory dwelling unit below eight hundred (800) square feet or limit the height of the accessory dwelling unit below sixteen (16) feet.

(7) The minimum living area of the accessory dwelling unit shall be no less than one hundred fifty (150) square feet or the minimum required for an efficiency dwelling unit as defined in Health and Safety Code Section 17958.1, as may be amended from time to time.

(8) Parking.

a. The applicant shall provide one off-street parking space for each accessory dwelling unit that complies with the requirements of Section 10-5.1704 on the same lot as the accessory dwelling unit and dedicated for non-exclusive use by the occupant(s) of the accessory dwelling unit. When a private garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, replacement off street parking spaces is required.

b. Notwithstanding any other provisions of this Code, the required parking space may be located as a tandem space in an existing driveway or in the required setbacks, and may have a permeable, all-weather surface, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions. All parking spaces provided shall have dimensions that conform with the requirements of Section 10-5.1704.

c. The parking spaces for the primary dwelling and the accessory dwelling unit may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, enclosed spaces, unenclosed spaces, or tandem spaces, or by the use of mechanical automobile parking lifts; provided, that the spaces and driveway comply with the requirements of Section 10-5.1704.

(9) The accessory dwelling unit may be rented in full or in part for the purpose of overnight lodging for terms of thirty (30) or more consecutive days, but it shall not be rented or subleased for shorter terms. Neither the single-family primary dwelling nor the accessory dwelling unit shall be sold or otherwise conveyed separately from the other unit.

(10) No impact fees, as defined in Government Code Section 65852.2(f), shall be imposed on any accessory dwelling unit or junior accessory dwelling unit with a living

area of less than seven hundred fifty (750) square feet. Impact fees for all other accessory dwelling units shall be charged proportionately in relation to the square footage of the primary dwelling unit.

SECTION 7. AMENDMENT OF CODE. Title 10, Chapter 5, Article 10, Sections 10-5.2208(a)(1) and 10-5.2217, of the Redondo Beach Municipal Code, including the amendments that were adopted per Ordinance 3187-19 on April 16, 2019 that was not certified by the California Coastal Commission, are hereby amended to read as follows:

10-5.2208 Exemptions and Categorical Exclusions.

(a) Exemptions. The projects listed below shall be exempt from the requirement for a Coastal Development Permit. Requirements for any other permit are unaffected by this section:

- (1) **Improvements to existing single-family residences.** Improvements to existing single-family residences (including: (a) all fixtures and other exterior structures directly attached to the residence; (b) ancillary structures normally associated with a single-family residence such as garages, swimming pools, fences, storage sheds; (c) landscaping; and (d) an accessory dwelling unit contained entirely within the existing single-family dwelling unit that will not involve removal or replacement of major structural components (e.g. roofs, exterior walls, or foundations) shall be exempt from the requirement for a Coastal Development Permit with the exception of the following:
 - a. Improvements resulting in additional dwelling unit(s) on the property, whether detached or attached.
 - b. Improvements to any structure where either the structure or the improvement is located on a beach, in a wetland or stream, or where the structure or proposed improvements would encroach seaward of the mean high tide line, within an ESHA or, in an area designated as highly scenic in a certified land use plan, or within fifty (50) feet of a coastal bluff edge.
 - c. Improvements on property that is located between the sea and first public road paralleling the sea, or within three hundred (300) feet of the inland extent of any beach or of the mean high tide of the sea where there is no beach, whichever is the greater distance, or in significant scenic resources areas as designated by the commission, when such improvements would constitute or result in any of the following:
 1. An increase of ten (10%) percent or more of the internal floor area of existing structure(s) on the building site or an additional improvement of ten (10%) percent or less where an improvement to the structure has previously been undertaken pursuant to Public Resources Code Section 30610(a) and/or this subsection;
 2. The construction of an additional story or loft or increase in building height of more than ten percent (10%);
 3. The construction, placement or establishment of any significant detached structure such as a garage, fence, shoreline protective works or docks.

- d. Expansion or construction of a water well or septic system.
- e. In areas that the Coastal Commission has declared by resolution after a public hearing to have a critically short water supply that must be maintained for the protection of coastal resources or public recreational use, the construction of any specified major water using development not essential to residential use such as, but not limited to, swimming pools or the construction or extension of any landscaping irrigation system.
- f. Any improvement where the Coastal Development Permit issued for the original structure indicates that future additions would require a Coastal Development Permit.
- g. Any significant alteration of land forms including removal or placement of vegetation on a beach, wetland, or sand dune, or within fifty (50) feet of the edge of a coastal bluff or stream, in an ESHA, or in areas of natural vegetation designated by resolution of the Coastal Commission after a public hearing as a significant natural habitat.

10-5.2217 Public Hearing Waiver for Minor Development.

Consistent with the provisions of A.B. 1303 (from 1995) which became effective January 1, 1996 and A.B. 2299 and SB 1069 (from 2016), which became effective January 1, 2017, the City may waive a public hearing on a Coastal Development Permit for applications for:

(a) A minor development that satisfies the requirements of Subsection (c) and all of the following requirements:

- (1) The development is consistent with the City of Redondo Beach Certified Local Coastal Program;
- (2) The development requires no discretionary approvals other than a Coastal Development Permit;
- (3) The development has no adverse effect either individually or cumulatively on coastal resources or public access to the shoreline or along the coast.

(b) An accessory dwelling unit that is not otherwise exempt from a Coastal Development Permit in accordance with Section 10-5.2208 and that satisfies the requirements of Subsection (c) and all of the following requirements:

- (1) The accessory dwelling unit is directly attached to, or detached from, an existing single-family residence and complies with the development standards required in Section 10-5.1506;
- (2) The accessory dwelling unit has no potential to adversely impact coastal resources pursuant to Chapter 3 policies of the Coastal Act;
- (3) The accessory dwelling unit is consistent with the City of Redondo Beach Certified Local Coastal Program; and
- (4) The accessory dwelling unit has no adverse effect either individually or cumulatively on coastal resources or public access to the shoreline or along the coast.

(c) The City may waive the requirement for a public hearing on a Coastal Development Permit application for a “minor development or an accessory dwelling unit if all of the following occur:

(1) Notice as provided in Section 10-5.2216(e) of this article is sent to all persons required to be notified under Section 10-5.2216 as well as to all other persons known to be interested in receiving notice.

(2) No request for public hearing is received by the City within fifteen (15) working days after the date of sending the notice pursuant to subsection (b)(1) of this section.

(d) Requests for hearing must be made in writing to the City Community Development Department. Upon receipt of a request for a hearing, the City shall schedule the matter for a public hearing and issue notice of such hearing consistent with the provisions of Section 10-5.2216(a) and (b) of this article.

SECTION 8. AMENDMENT OF CODE. Title 10, Chapter 5, Article 12, Section 10-5.2500 (a)(7), of the Redondo Beach Municipal Code, including the amendments that were adopted per Ordinance 3187-19 on April 16, 2019 that was not certified by the California Coastal Commission, is hereby amended to read as follows:

(7) The addition of an accessory dwelling unit or the addition of two (2) units on a lot that already contains an existing single-family residence (see definition of accessory dwelling unit in Section 10-5.402);

SECTION 9. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 10. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 11. FORWARD TO CALIFORNIA COASTAL COMMISSION AND DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. The City Clerk shall forward a copy of this Ordinance to the California Coastal Commission and the California Department of Housing and Urban Development so the above noted State Departments will be informed of and have the opportunity to comment on the action of the City Council and the California Coastal Commission shall have the opportunity to consider this Ordinance for certification as compliant with the Coastal Act and the City’s Local Coastal Program.

SECTION 12. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall be published by one insertion in the Beach Reporter, the official newspaper of said City, and same shall go into effect and be in full force and operation on the date that is thirty (30) days after its final passage and adoption and the date on which the California Coastal Commission certifies the Ordinance, whichever is later.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2021.

Mayor William C. Brand

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3211-20 was duly introduced at a regular meeting of the City Council held on the 8th day of December, 2020, and was duly approved and adopted at a regular meeting of said City Council held on the 12th day of January, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

L.1., File # 20-1732

Meeting Date: 12/8/2020

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER THE PLANNING COMMISSION'S RECOMMENDATION TO AMEND TITLE 10 CHAPTER 2 (ZONING ORDINANCE) AND TITLE 10 CHAPTER 5 (COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE) OF THE MUNICIPAL CODE AND THE LOCAL COASTAL PLAN PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES CONSISTENT WITH STATE LAW

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3210-20 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 CHAPTER 2 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES CONSISTENT WITH STATE LAW. FOR INTRODUCTION AND FIRST READING.

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3211-20 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 CHAPTER 5 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES IN THE COASTAL ZONE, CONSISTENT WITH STATE LAW. FOR INTRODUCTION AND FIRST READING.

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2012-094, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, REQUESTING CERTIFICATION BY THE CALIFORNIA COASTAL COMMISSION OF AMENDMENTS TO THE COASTAL LAND USE PLAN IMPLEMENTATION ORDINANCE (TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE) AND REQUESTING REVIEW OF THE AMENDMENTS BY THE STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PERTAINING TO ACCESSORY DWELLING UNITS, CONSISTENT WITH STATE LAW, WHICH IS INTENDED TO BE CARRIED OUT IN A MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT; AND PROVIDING THAT THE AMENDMENTS TO THE CITY'S LOCAL COASTAL PROGRAM WILL TAKE EFFECT AUTOMATICALLY UPON COASTAL COMMISSION APPROVAL PURSUANT TO PUBLIC RESOURCES CODE SECTION 30514 AND TITLE 14, SECTION 13551 OF THE CALIFORNIA CODE OF REGULATIONS.

PROCEDURES:

- a. Open the Public Hearing, take testimony; and

- b. Close the Public Hearing; and
- c. Introduce Ordinances 3210-20 & 3211-20 by title only; and
- d. Adopt Resolution No. CC-2012-094 by title only.

EXECUTIVE SUMMARY

In 2019 the State Senate and Assembly adopted several bills pertaining to housing, and specifically to accessory dwelling units (ADUs). The Governor signed those bills into law in October 2019. The amendments went into effect on January 1, 2020.

On January 10, 2020, the California Department of Housing and Community Development (HCD) provided a summary of changes and the adopted legislation related to ADUs. Since there were several bills adopted that revised the State's regulations on ADUs, it was important to evaluate the sequence of when they were signed into law to determine which revisions are effective. With the HCD summary issued, the City Attorney's office gained further information on the appropriate implementation of the regulations. Most specifically, the designation of streamlined ADUs versus non-streamlined ADUs. That distinction has been incorporated into the proposed ADU ordinances that are before the City Council for consideration.

At the September 2020 Planning Commission meeting a public hearing was held regarding draft ADU ordinances and the Planning Commission recommended adoption of the ordinances to the City Council. The City Council did introduce the ordinances at the October 6, 2020 meeting. Subsequently, and before the ordinances were adopted, HCD provided comments, including revisions necessary for the ordinances to be in compliance with the State regulations. Staff has revised the ordinances accordingly.

The Planning Commission reviewed these revisions at a November 19, 2020 public hearing and recommends by resolution adoption of the ordinances by City Council. This agenda item is presenting the revised draft ordinances for Accessory Dwelling Units incorporating changes to address HCD comments to ensure the ordinances are consistent with State Law.

BACKGROUND

In 2019 the State Senate and Assembly adopted several bills pertaining to housing, and specifically to ADUs. The Governor signed those bills into law in October 2019.

On January 10, 2020, HCD provided a summary of changes and the adopted legislation related to ADUs (see attached). With the HCD summary issued, the City Attorney's office gained further information on the appropriate implementation of the regulations. Most specifically, the designation of streamlined ADUs versus non-streamlined ADUs. That distinction has been incorporated into the City's proposed ADU ordinances. In addition to the January 10, 2020 summary that HCD issued, HCD distributed an Accessory Dwelling Unit Handbook in September 2020 that provided more clarification of the regulations and legislative intent.

The key changes resulting from the legislation include the following:

- Municipalities must allow ADUs in areas zoned to allow residential uses, including multi-family and mixed use
- Junior Accessory Dwelling Units (JADUs) must be allowed under certain streamlined

conditions

- Minimum lot size requirements cannot be required
- Owner-occupancy restrictions are not permitted (sunsets in 2025)
- Jurisdictions may prohibit rentals of less than 30 days in all ADUs
- Jurisdictions may allow (not required) the separate sale or conveyance of an ADU from a primary residence if it was constructed by a qualified nonprofit organization under AB 587 [Redondo Beach's ordinances do not allow this]
- Setbacks:
 - No setback requirement for conversions of existing structures
 - No more than 4' side and rear-yard setbacks can be required for all other ADUs
- Height:
 - Within or attached, same as main structure
 - Detached, a maximum height of no less than 16 feet
 - Cannot limit number of stories in streamlined ADUs
- Minimum and maximum size requirements:
 - Minimum size must allow efficiency units (150 square feet)
 - Different standards for streamlined versus non-streamlined; some streamlined cannot have a maximum size requirement
- Parking:
 - If existing parking area is converted to an ADU, no replacement parking may be required (unless possibly in coastal area [Redondo Beach included in coastal area and HCD did not prohibit it])
 - No parking required for an efficiency or studio ADU
 - No parking required for a streamlined unit (unless possibly in coastal area [Redondo Beach included in coastal area and HCD did not prohibit it])
 - Maximum of 1 space per bedroom or per ADU, whichever is less
 - Must allow tandem parking and parking in setbacks
 - No parking may be required for ADUs:
 - Within ½ mile walking distance of public transit (includes bus stops)
 - Within an architecturally or historically significant district
 - Part of the existing primary residence or a converted accessory structure
 - In areas where on-street parking permits are required but not offered to ADU occupants
 - Within one block of car share vehicles

For additional details regarding the distinction of streamlined and non-streamlined applications and the proposed regulations the City's ordinances address, the October 6, 2020 City Council Administrative Report is attached.

The City Council did introduce the ordinances at a public hearing at their October 6, 2020 meeting. Although the City had provided the draft ordinances to the Coastal Commission and HCD on September 3, 2020 and again on September 24, 2020, the City had not received responses from either agency at the time of City Council introduction of the ordinances.

On October 12, 2020, HCD issued comments, to which the City submitted proposed revisions to address those comments to HCD on October 21, 2020. HCD reviewed the proposed revisions and provided additional comments on October 30, 2020. Final revisions were incorporated into the ordinances to address those additional HCD comments. These correspondences are attached to this Administrative Report.

The main revisions to the draft ordinances due to HCD comments are as follows.

- HCD commented that an ADU or JADU must be allowed on a lot with a proposed or existing multifamily structure. Although the ADU or JADU under streamlined conditions would only be allowed on a lot with an **existing** multifamily structure, HCD pushed the point that an ADU must be allowed on a lot with an existing or **proposed** multifamily structure for non-streamlined. The City's draft ordinances would have only allowed a non-streamlined ADU on a lot with an existing or proposed single family unit. The draft ordinances were revised to address this as follows:
 - The definition of accessory dwelling unit was revised to address this.
[§10-2.402(a) (3.5) for inland and §10-5.402(a) (3.5) for coastal]
 - The standards for other accessory dwelling units (non-streamlined) do include the possible location on a lot with an existing or proposed multifamily dwelling.
[§10-2.1506(c)(2) for inland and §10-5.1506(c)(2) for coastal]
 - Language was added to clarify that non-streamlined is for only one ADU per lot, minimizing the impacts on lots with multifamily (compared to the larger number allowed with multifamily in streamlined).
[§10-2.1506(c) for inland and §10-5.1506(c) for coastal]
 - To address concerns of an applicant trying to take advantage of both streamlined and non-streamlined on the same lot, language was added so that if an ADU is constructed under non-streamlined on a site, the applicant cannot also apply for streamlined units on the same lot. There is already language in the draft ordinances that prohibits an application for a non-streamlined ADU if there is an ADU or JADU on the site.
[§10-2.1506(a) (11) for inland and §10-5.1506(a) (11) for coastal]
- HCD commented that the action taken within 60 days is generally limited to approval or denial, whereas the City's draft ordinances noted corrections through plan check as a possibility. The draft ordinances were revised to address this as follows:
 - The language was revised to say that the City shall act on the required permits within 60 days after receipt of a complete and Code compliant application.
[§10-2.1506(a)(3) a. for inland and §10-5.1506(a)(3) a. for coastal]
- HCD noted that even if the ADU is reviewed at the same time as the single-family dwelling, the ADU streamlining procedures must still be applied. The applicant cannot be forced to wait for the review of the ADU application until after the single-family application is approved. This is applicable to streamlined projects. The draft ordinances were revised to address this as follows:
 - The correction for streamlined was made.
[§10-2.1506(a)(3) b. for inland and §10-5.1506(a)(3) b. for coastal]

- HCD commented that as long as subleases are for a period of longer than 30 days, they can be allowed. The draft ordinances were revised to address this as follows:
 - The City's draft ordinances had "or subleased" in the wrong location in the sentence, which inadvertently prohibited subleases. This was corrected.
[§10-2.1506(b)(1) b. for inland and §10-5.1506(b)(1) b. for coastal and §10-2.1506(c)(9) for inland and §10-5.1506(c)(9) for coastal]
- HCD pointed out that a municipality cannot prohibit an ADU or JADU on a lot with an existing "guest dwelling" unless that term also meets the definition of an ADU. The draft ordinances were revised to address this as follows:
 - The City's definition of guest dwelling does not meet the definition of an ADU, since a guest dwelling does not have kitchen facilities. Therefore, the draft ordinances were revised to remove that limitation.
[§10-2.1506(b)(2) c. for inland and §10-5.1506(b)(2) c. for coastal and §10-2.1506(b)(3) c. for inland and §10-5.1506(b)(3) c. for coastal and §10-2.1506(c)(3) for inland and §10-5.1506(c)(3) for coastal]
- HCD wanted the language regarding streamlined detached with multifamily to be clear that two units are permitted. The draft ordinances were revised to address this as follows:
 - Although the language in City's draft ordinances has the same meaning, the ordinances were revised as, "~~No more than two~~ Two (2) detached accessory dwelling units are permitted per lot."
[§10-2.1506(b)(5) e. for inland and §10-5.1506(b)(5) e. for coastal]
- HCD noted that requiring an entryway to be at least 10 feet from the property line cannot be a requirement if it prevents the development. They stated that State law is very clear that required setbacks can be no greater than 4 feet in the rear and side yard. The draft ordinances were revised to address this as follows:
 - The revised language states the 4' requirement and that 10' is encouraged.
[§10-2.1506(c)(4) e.3. for inland and §10-5.1506(c)(4) e.3. for coastal]
- HCD noted that under streamlined it cannot be a requirement that the exit of an ADU or JADU not face the front property line. They commented that it can be a preference (similar to the issue regarding entryway being at least 10 feet from property line), but it cannot prevent the approval of an application to build an ADU/JADU. The draft ordinances were revised to address this as follows:
 - The revised language states that this is a preference.
[§10-2.1506(b)(2) e. for inland and §10-5.1506(b)(2) e. for coastal]
- HCD pointed out new legislation from AB 3182 that will go into effect January 1, 2021 requiring that not only must a JADU and ADU be allowed on the same site (streamlined), but they may be contained in the same residence. To ensure the City's ordinances are current, the draft ordinances were revised to address this as follows:
 - The sections where it references this in streamlined, noting only one being built under the wholly within has been revised.
[§10-2.1506(b)(2) c. for inland and §10-5.1506(b)(2) c. for coastal and §10-2.1506(b)(3) c.

for inland and §10-5.1506(b)(3) c. for coastal]

The City has also added clarification that the Preservation Ordinance is to be applied (specifically for Mills Act) under non-streamlined. This is allowed per the State regulations.

Since conflicting local provisions are rendered null and void, leaving the State regulations to govern, City staff prepared ADU ordinance revisions that meet the State regulations and implement what local controls are allowed.

The Planning Commission considered these revised ordinances at a public hearing on November 19, 2020. The Planning Commission unanimously adopted a resolution recommending that the City Council amend Title 10, Chapter 5 of the Municipal Code pertaining to ADUs in residential zones in the Coastal Zone consistent with the State law, and that the City Council adopt a finding that the amendments are statutorily exempt from CEQA. The Planning Commission also adopted a resolution with a unanimous vote recommending that the City Council amend Title 10, Chapter 2 of the Municipal Code pertaining to ADUs in residential zones in the Zoning Code consistent with the State law, and that the City Council adopt a finding that the amendments are statutorily exempt from CEQA. Those resolutions are attached to this Administrative Report.

COORDINATION

The preparation of the ordinances was coordinated with the City Attorney's Office.

FISCAL IMPACT

The cost of processing Zoning Code amendments is typically part of the Community Development Department and City Attorney's work plan and incorporated into the fiscal year operating budget.

Due to COVID-19 budget impacts, the Community Development Department prepared, and the City Council authorized, an application for a Local Early Action Planning (LEAP) Grant from HCD. One of the eligible projects for a portion of the LEAP Grant funds was the update to the City's ADU ordinances. The City has been awarded the grant, and on November 10, 2020 the City Council adopted a resolution appropriating the grant funds. \$40,000 of LEAP Grant funding is allocated for the preparation of the ADU ordinances.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

- Ordinance No. XXXX-20 amending Title 10, Chapter 2 Zoning Ordinance
- Ordinance No. XXXX-20 amending Title 10, Chapter 5 Coastal Land Use Implementing Ordinance
- Resolution No. 2012-XXX authorizing transmittal to Coastal Commission and HCD
- Memorandum from HCD regarding Local Agency Accessory Dwelling Units dated January 10, 2020
- HCD Accessory Dwelling Unit Handbook September 2020
- October 6, 2020 City Council Administrative Report
- HCD Email Comments dated October 12, 2020

- Redondo Beach Letter dated October 21, 2020 Responding to HCD Comments
- HCD Email Comments dated October 30, 2020
- Comparison of Ordinance Text Track Changes for Reference
- Planning Commission Resolution No. 2020-11-PCR-19 adopted 11/19/20 recommending City Council amend Title 10, Chapter 5 of the Municipal Code pertaining to ADUs (pending signatures)
- Planning Commission Resolution No. 2020-11-PCR-18 adopted 11/19/20 recommending City Council amend Title 10, Chapter 2 of the Municipal Code pertaining to ADUs (pending signatures)
- Public Hearing Notice



Administrative Report

H.4., File # 21-1912

Meeting Date: 1/12/2021

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

TITLE

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

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.

At the January 5, 2021 Special Housing Authority meeting, Council approved the Affordable Housing Agreement for 2750 Artesia Boulevard, #244. On January 7, 2021 the Housing Authority Office was informed that the seller has relocated out of the country. Due to the difficulty of obtaining the seller's signature, the Grant Deed Addendum has been modified and no longer includes the signature requirement. 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.

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. Due to the difficulty of obtaining the signature of the seller, who has relocated out of the country, the Grant Deed Addendum has been modified and no longer includes the signature requirement. In accordance with City regulations, this item must be presented for approval to the Housing Authority and then be approved by the City Council.

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.

ATTACHMENTS

- Affordable Housing Agreement

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: Mike Webb, Esq.

(No Fee per Government Code § 27383)

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

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 12th 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") 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: Mike 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.

“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 12th day of January, 2021.

“CITY”

CITY OF REDONDO BEACH, a Chartered
Municipal Corporation

Date: _____

By: _____
William C. Brand
Mayor

APPROVED AS TO FORM:
MIKE WEBB
City Attorney

By: _____

ATTEST:

By: _____
ELEANOR MANZANO
City Clerk

[Signatures continue on following page]

Accepted and agreed to by the Authority this 12th 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:
MIKE WEBB
Authority General Counsel

By: _____

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 12, 2021 and recorded as Instrument No. _____, in the Official Records of Los Angeles County on January 12, 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:
MICHAEL W. WEBB
City Attorney and General Counsel for Authority

By: _____
Michael W. Webb

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)

EXHBIT 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

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 12, 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:
MICHAEL W. WEBB
City Attorney and General Counsel for Authority

By: _____
Michael W. Webb

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:

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PARCEL 1:

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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

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 12, 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 12, 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



Administrative Report

J.1., File # 21-1902

Meeting Date: 1/12/2021

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 20-1886

Meeting Date: 1/12/2021

To: MAYOR AND CITY COUNCIL

From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE REDONDO BEACH PROFESSIONAL AND SUPERVISORY ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2101-004, 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 PROFESSIONAL AND SUPERVISORY ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023;

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2101-005, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$60,259 FROM THE UNASSIGNED GENERAL FUND BALANCE FOR THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH PROFESSIONAL AND SUPERVISORY ASSOCIATION

EXECUTIVE SUMMARY

City representatives and members of the Redondo Beach Professional and Supervisory Association (PSA) have met and conferred in good faith, and have reached a three year agreement for a successor Memorandum of Understanding, for the period from January 1, 2021 through December 31, 2023.

The attached agreement will provide members with all the same terms and conditions of employment as the existing agreement, with the exception of the following:

- 1) A \$500 one-time "signing bonus" for each active member upon adoption of the MOU;
- 2) In January 2021 and 2022, increases to monthly City health insurance contributions, bringing them after two years, to the same level as the safety groups;
- 3) In January 2022, a 1% base salary increase;
- 4) In January 2023, a 2% base salary increase;
- 5) A one time carryover of up to 27 hours of unused administrative leave time from 2020 due to the Covid emergency; and
- 6) Addition of three "holiday closures" (a total of nine additional paid holidays off) on December

22, 27 and 28 in December 2021, 2022 and 2023.

The projected cost of the agreement for this fiscal year is \$60,259. The PSA has 58 active employees and represents many various job classifications such as Analyst, Executive Assistant, Senior Planner, and Recreation Supervisor.

BACKGROUND

City and PSA representatives have engaged in good faith negotiations to prepare this successor MOU. The previous MOU between the City and the PSA was a one year contract with a term from January 1, 2020 through December 31, 2020. The previous agreement provided a one-time payment of \$2500 to each active member of PSA along with three additional holidays in December 2020, known as the “holiday closure” of. That MOU expired on December 31, 2020.

This successor MOU, if approved, will maintain the existing terms and conditions of employment, with the following changes:

Term: Three years, from January 1, 2021 through December 31, 2023

Salaries: Represented employees will receive a one-time signing bonus of \$500 upon adoption of the MOU. In addition, in the first full pay period of January 2022, employees will receive a 1% base salary increase. In the first full pay period of January 2023, employees will receive a 2% base salary increase.

Health Contributions: In January 2021, represented employees will receive a \$200 per month increase to their monthly health insurance contributions; for employee, employee plus one and family coverages. In January 2022, employees will receive additional increases to bring their coverage to the same level as the City’s safety bargaining units. These increases are offset by a cap placed on “cash in lieu” payments for those members who opt out of the plan.

Administrative Leave: In January 2021, employees will be allowed to carry over up to 27 hours of 2020 unused accrued administrative leave (APT) time on a one-time basis in response to the Covid-19 emergency, which prevented many employees from being able to utilize accrued leave days.

Holiday Closures: Employees will receive three additional paid holidays each year of the contract (on December 22, 27, and 28) in 2021, 2022 and 2023. City Hall offices will be closed on these days, as has occurred several times over the past few years.

The provisions in this MOU were approved by the PSA Board and ratified by the bargaining unit on December 21, 2020.

The PSA currently has 58 active employees and represents many various job classifications such as Analyst, Executive Assistant, Senior Planner, and Recreation Supervisor.

COORDINATION

This report was prepared by the Human Resources Department. The resolutions were approved as to form by the City Attorney’s Office.

FISCAL IMPACT

The annualized costs of the agreement are as follows:

Year One: \$91,518

Year Two: \$149,705

Year Three and Ongoing: \$334,879

The Fiscal Year 2020-21 cost of the agreement is \$60,259 and is to be funded from available and unallocated General Fund balance, and requires a 4/5ths budget appropriation per the attached resolution.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Resolutions and MOU

RESOLUTION NO. CC-2101-004

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 PROFESSIONAL AND SUPERVISORY ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

WHEREAS, pursuant to Chapter 10 (section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in the attached Memorandum of Understanding ("MOU") have been discussed by and between representatives of the City of Redondo Beach ("City") and representatives of the Redondo Beach Professional and Supervisory Association (PSA), and except as otherwise specifically provided herein shall apply to only those employees who are employed full-time and are appointed to permanent positions in the PSA Bargaining Unit; and,

WHEREAS, the existing MOU with the Redondo Beach Professional and Supervisory Association expired on December 31, 2020; and

WHEREAS, representatives of the City and the PSA have met and conferred in good faith and have reached agreement on a successor MOU; and

WHEREAS, the attached MOU will provide adjustments agreed upon by the Redondo Beach Professional and Supervisory Association; and

WHEREAS, said MOU is not binding until presented to the Mayor and City Council for approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the MOU, attached hereto and made a part hereof, between the City and RBFA for the period beginning January 1, 2021 and ending December 31, 2023 is hereby adopted.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2021.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, CMC, City
Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No.CC-2101-004 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 12th day of January, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH
AND
**THE REDONDO BEACH
PROFESSIONAL AND SUPERVISORY ASSOCIATION**



January 1, 2021 – December 31, 2023

Per Resolution No.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF REDONDO BEACH AND
THE REDONDO BEACH PROFESSIONAL AND SUPERVISORY ASSOCIATION**

Pursuant to Chapter 10, Section 3500 et seq., of Division 4, Title 1 of the California Government Code and Resolution No. 6046 of the City Council of the City of Redondo Beach, the Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between representatives of the City of Redondo Beach (hereinafter “the City”) and representatives of the Redondo Beach Professional and Supervisory Association (hereinafter “the Association”) and except as otherwise specifically provided for herein shall apply only to those employees who are employed full-time and are appointed to full-time permanent positions in the classes included in the Professional and Supervisory Bargaining Unit.

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ARTICLE I. TERMS**SECTION 1 - DEFINITION OF TERMS**

- 1.01 The following terms, whenever used in this MOU, shall have the meanings set forth in this Section.
- A. CITY: Shall mean the City of Redondo Beach.
 - B. CITY MANAGER: Shall mean the City Manager or his designee.
 - C. DAYS: Shall mean calendar days except where working days are expressly specified.
 - D. EMPLOYEE: Shall mean an individual who serves full-time and is appointed to a full-time permanent position in a class in the Professional and Supervisory Bargaining Unit.
 - E. FISCAL YEAR: Shall mean the 12-month period from July 1 through June 30.
 - F. RETIREE: Shall mean an employee of the City who receives a normal service retirement or disability retirement from the California Public Employees' Retirement System.
 - G. SERIOUS INJURY OR ILLNESS: Shall mean as related to Article V, Section 2.02, an injury or illness certified by the City Physician to require a recuperation period of 30 days or more.
 - H. WORK PERIOD: Shall mean seven consecutive, regularly recurring, 24 hour periods equal to 168 hours, designated by the City Manager.
 - I. YEAR: Shall mean fiscal year, except where calendar year is expressly specified

ARTICLE II. COMPENSATION

SECTION 1 - PAY PLAN

- 1.01 The salary ranges for the classes covered by this MOU are as listed in Exhibit A. The ranges set forth in Exhibit A to this MOU include and reflect the following increases in base pay: one percent (1%) effective the beginning of the first full pay period in January 2022 ; and two percent (2%) effective the first full pay period in January 2023.
- 1.02 Effective the first full pay period following approval and adoption of the MOU, employees shall receive a one-time \$500 signing bonus. Only employees that are active (employed by the City) during the pay period in which the signing bonus is paid will be eligible to receive the signing bonus.

SECTION 2 - PAY RATE ADVANCEMENT WITHIN SALARY RANGE

- 2.01 On the basis of performance evaluation, each employee shall be eligible for a pay rate advancement added to base salary of between zero and 10 percent, effective at the beginning of the pay period following their anniversary date. A Department Head may grant performance increases of between two and one-half percent and seven and one-half percent without City Manager and/or Assistant City Manager approval; however, no salary may exceed the maximum pay in the range set forth for the class to which the employee is permanently appointed. Any adjustment of less than two and one-half percent or more than seven and one-half percent shall be documented in a form satisfactory to, and subject to the approval of, the City Manager and/or the Assistant City Manager.
- 2.02 The effective date of a performance pay increase shall be the beginning of the first pay period following the anniversary date of the change. This shall not alter the original anniversary date.

SECTION 3 - OTHER PAY ADJUSTMENTS

- 3.01 Initial Appointment: An eligible candidate may be appointed to a class at any salary rate within the salary range for the class to which he or she is appointed.
- 3.02 Promotions: A minimum of five percent (5%) increase in the employee's, then current, base salary shall be provided to an employee at the time of a promotion; provided, however, that no increase shall result in a salary higher than the maximum salary for the class to which the employee is promoted.
- 3.03 Acting Appointment: An employee appointed by the City Manager or a department head with City Manager approval, to acting status in a position with a higher pay range due to a vacancy or extended absence of two weeks or more and where the employee's acting status exceeds a workweek, or where a Department is being reorganized, or where a Department is undergoing experimental restructuring, wherein the employee is required

to perform additional duties above and beyond those reasonably required of their class shall receive an increase added to the employee's, then current, salary on a temporary basis. Such additional salary shall be a minimum of five percent (5%) of the employee's current salary, or the first step of the higher classification, whichever is greater. The temporary increase shall not be considered a promotion and may be reduced or removed without cause, notice or hearing.

- 3.04 Additional Duties: An employee may be assigned additional duties not required of his or her class. The City Manager shall approve additional pay commensurate with the additional duties, while such additional duties are assigned. Such additional pay shall be in an amount commensurate with the added duties assigned up to 25% of the base salary for the employee's permanent class. Such additional pay may be removed only with the removal of the commensurate duties and without notice or hearing.

SECTION 4 - CAR ALLOWANCE

- 4.01 The City Manager shall have the option to provide a car allowance of up to \$300 per month to designated employees appointed to assistant department director positions and/or division manager positions.
- 4.02 Any employee granted a City vehicle for his or her exclusive use will not be entitled to receive a car allowance.

SECTION 5 - REALLOCATION AND REORGANIZATION

- 5.01 The salary of an employee whose position is reallocated or reorganized to a lower-paying class or position may, at the discretion of the City Manager, remain at the rate of pay received immediately before the reallocation or reorganization. Such employee shall not be eligible for any salary increases until the salary range of the employee's new class exceeds his or her salary at the time of the reallocation or reorganization. The City shall meet and confer with the Professional and Supervisory Association on the impact of any reallocation or reorganization.

SECTION 6 - LONGEVITY PAY

- 6.01 An employee who has completed 19 years of public agency service and has completed 12 months of service with the City, shall receive longevity pay.
- 6.02 Public agency service shall mean full-time service in an agency that participates in a public retirement plan.
- 6.03 The effective date of a Longevity Pay increase shall be the beginning of the pay period following the date of eligibility.
- 6.04 In addition to an employee's base salary, exclusive of all premiums and other pays, each employee meeting the criteria in Section 6.01, above, shall receive a Longevity Pay

increase added to the employee's base salary of two percent un compounded for each year of eligibility beginning with the 20th year of service through the 25th year of service for a maximum total of up to 12% above base salary.

SECTION 7 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 7.01 Each employee shall be eligible, upon request, to receive up to a maximum of \$1,500 per person per year, up to a maximum of \$15,000 total for all employees covered by this MOU, for the reimbursement of professional development expenses. Reimbursement is available for courses that are job related including training, exams or fees required to obtain job-related licenses and certificates, membership dues for job-related professional organizations. Employees are allowed up to \$500 of the maximum \$1,500 benefit (per employee), to use towards fitness and/or health programs (i.e., gym membership, stop smoking programs, weight loss programs etc.). Requests for reimbursement must be approved in advance by the Department Head and the Assistant City Manager or designee for payment. Employees shall not be paid salary for attending such courses, training, or exams.

SECTION 8 - DIVE BONUS PAY

- 8.01 A flat rate bonus of \$75 per person per dive will be paid to the Building Regulations Manager and those Building Inspectors who are certified SCUBA divers.
- 8.02 One dive is generally defined as work performed during the use of one tank of oxygen, and includes the preliminary equipment checks, etc., and the necessary activities after a dive. An employee performing two dives in one day, for example, one in the morning and one in the afternoon, will receive Dive Pay in the amount of \$150. Dive Pay is in addition to an employee's regular salary.
- 8.03 All diving by those employees pre-designated in 8.01, above, is voluntary and the City may not mandate those employees to dive under any circumstances.

SECTION 9 - OVERTIME FOR NON-EXEMPT EMPLOYEES

- 9.01 Unit employees eligible for overtime under the Fair Labor Standards Act, shall receive overtime pay of time and one-half their regular hourly pay, for all hours worked in excess of their regular scheduled work day.
- 9.02 At the option of the employee, he or she may receive Compensatory Time Off (CTO) in lieu of the overtime pay, at the rate of one and one-half hours (1.5) CTO for each hour of overtime work performed, up to a maximum of 40 hours CTO. Use of earned CTO must be approved in advance by the Department Head, but such approval shall not be unreasonably withheld. Any earned, unused CTO shall be paid out at the end of each fiscal year.

SECTION 10 - EXTRA TIME FOR COMMUNICATIONS SUPERVISORS

10.01 The City and the Association agree that the Communications Supervisors are appropriately designated as exempt from the payment of overtime under the executive exemption of the Fair Labor Standards Act. As a result of staffing issues that exist in the Communications Center, the City and the Association have agreed to the following:

- A. At the employee's discretion, a Communication Supervisor may receive Compensatory Time Off (CTO), at the rate of one and one-half (1.5) CTO for each hour of extra work performed, up to a maximum of 60 hours CTO. Use of CTO must be approved in advance by the department head or his/her designee. Any earned, unused CTO shall be paid out at the end of each fiscal year. A Communications Supervisor shall be paid at the rate of one and one-half (1.5) times the employee's current regular rate of pay, when such work is required by the Department to maintain minimum staffing, i.e., to replace an absent Communications Supervisor or Communications Operator, and for off-duty mandatory training and meeting attendance.
- B. A Communications Supervisor shall be paid his or her regular hourly rate ("straight-time overtime") for all other work performed in excess of the employee's regular scheduled shifts.
- C. A Communications Supervisor shall not be eligible to receive Authorized Professional Time (APT).

SECTION 11 - EXEMPT EMPLOYEES

11.01 Exempt employees are not eligible for overtime under the Fair Labor Standards Act.

11.02 Exempt employees shall account for their time in the following manner. They need to account for any absences, other than "de minimis" absences, based on the work schedule established for the employee's work unit. A "de minimis" absence is one in which the employees' ability to meet workload demands, being available to fulfill their supervisory role and/or provide customer service is not greatly diminished. For example, taking an hour to attend a doctor's appointment or for other personal business would be a "de minimis" absence. Exempt Employees are required to use appropriate accrued leave to cover any absences other than "de minimis" absences. Overall, Exempt Employees are expected to manage their time within the context of a pay period. For example, if you have a "de minimis" absence one day, then sometime in that same pay period there may be a need for you to work over your normal hours, which would offset this "de minimis" absence.

- 11.03 The only exception to the requirement to account for absences other than “de minimis” absences will be those cases when an employee is taking partial days off, with the absences being covered by the Family Medical Leave Act (FMLA). In those cases, the employee will be required to report how many hours he/she has missed from what would be considered a regularly scheduled work day in terms of the work day that has been implemented for the employee’s department, division, or work unit. The reporting by the employee will be done for tracking purposes only under FMLA, with the employee not being required to use paid leave time for the “de minimis” hours that are reported.
- 11.04 Other than accounting for absences, work hours are not tracked for exempt employees. When it is necessary, supervisors may authorize informal work adjustments in work hours. In addition, Exempt Employees still need to consult with, inform, and/or get approval in advance from their supervisor for absences.
- 11.05 Employees in these groups are also Exempt Employees. Exempt Employees are employees who are designated as exempt employees as defined by the Fair Labor Standards Act (FLSA). Exempt employees are expected to accomplish assigned work without regard for the number of hours worked. If exempt employees need to work extra hours in the business day or week, they do not receive overtime or compensatory time (CTO).
- 11.06 Though, in recognition of their contributions to the City, Exempt Employees are provided with Authorized Professional Time (APT), in addition to Vacation, Sick Leave, and other leave time, as part of the package of benefits provided for in their Memorandum of Understanding or Pay Plan.

ARTICLE III. RETIREMENT BENEFITS

SECTION 1 - PUBLIC EMPLOYEES’ RETIREMENT SYSTEM PLAN

- 1.01 Employees who are first employed by the City in a position in the Miscellaneous Membership classification on or before June 29, 2012 are eligible to participate in Tier I Miscellaneous Member benefits. Employees who are first employed by the City in a position in the Miscellaneous Membership classification on or after June 30, 2012 are eligible to participate in Tier II Miscellaneous Member benefits. Employees who are first employed by the City in a position in the Miscellaneous classification or after January 1, 2013, and who are “new members” as defined in the Public Employee Pension Reform Act of 2013 (“PEPRA”) are eligible to participate in Tier III Miscellaneous member benefits.
- 1.02 During the term of this agreement, for employees receiving benefits under the Tier I Miscellaneous Member plan, the City shall pay into the employees’ accounts the employee share of the contribution to the Public Employees Retirement System (CalPERS) in the amount of seven percent of CalPERS reportable salary for miscellaneous classes. “CalPERS reportable salary” includes base salary plus all applicable special compensation.

- 1.03 During the term of this agreement, employees receiving benefits under the Tier II Miscellaneous Member plan are responsible for paying the seven percent employee contribution required by CalPERS.

1.04 Tier I Miscellaneous Member Cost-Sharing

Pursuant to Government Code Section 20516, subsection (f), employees receiving benefits as Tier I Miscellaneous Members shall pay a portion of the employer contribution associated with the providing of the enhanced or optional benefits associated with this plan. Effective December 5, 2014, the portion of the employer contribution that will be paid for by employees shall be equal to 7% of reportable compensation.

In the event it is determined that this cost-sharing provision does not comply with the requirements of the Public Employees' Retirement Law, the parties agree to meet and confer on alternative ways to achieve an equivalent cost-savings intended by this provision. If after meeting and conferring, the parties do not agree to an alternative, the employees' compensation shall be reduced four percent, and the parties shall continue to meet and confer on alternatives that will allow the City to achieve the cost-savings intended by this provision.

- 1.05 The City shall provide the two percent at 55 retirement formula to all employees participating in Tier I Miscellaneous Member benefit plan. In addition, employees participating in Tier I Miscellaneous Member benefits shall also receive those optional benefits detailed in Section 2.01 of this Article.

- 1.06 The City shall provide the two percent at 60 retirement formula to all employees participating in Tier II Miscellaneous Member benefit plan. In addition, employees participating in Tier II Miscellaneous Member benefits shall also receive those optional benefits detailed in Section 2.02 of this Article. In the event it is determined that this cost-sharing provision applied to Tier I members, as defined in Section 1.04, does not comply with the requirements of the Public Employees' Retirement Law, the parties agree that the Tier II employees' compensation shall be reduced four percent and the parties shall meet and confer on alternatives that will allow the City to achieve the cost-savings intended by this provision.

- 1.07 The City shall provide the two percent at 62 retirement formula to all employees participating in Tier III Miscellaneous Member benefit plan. Those employees shall pay to PERS by payroll deduction 50% of the normal cost of the 2% at age 62 benefit as determined by PERS. The employee's pension benefit will be determined on the basis of the employee's highest consecutive 36 months of employment. In addition, such employees shall receive those benefits listed in section 2.02 of this Article.

SECTION 2 - OPTIONAL PERS CONTRACT PROVISIONS

- 2.01 Optional Benefits – Tier I Miscellaneous Member Plan

In addition to the two percent at 55 benefit formula provided for in Section 1.05 of this Article, the following options will be available to employees participating in the Tier I Miscellaneous Member benefit plan:

- A. Post-Retirement Survivor Allowance (§21624 and §21626).
- B. Military Service Credit as Public Service Statutes of 1976 for local Miscellaneous Members and local Safety members only (§21024).
- C. Credit for Unused Sick Leave (§20965).
- D. For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

For employees hired prior to July 1, 1979, the formula for calculating sick leave service credit is the total number of hours of sick leave that would have been accrued based upon length of service, up to the maximum of 2,080 hours, less the total number of hours of sick leave used, divided by eight equals the number of days of credit for unused sick leave to report to PERS.

For employees hired between July 1, 1979 and November 9, 2007, the formula for calculating sick leave credit is the total number of hours of unused sick leave hours, divided by eight equals the number of days of credit for unused sick leave to report to PERS.

- E. One-Year Final Compensation (§20042).
- F. Employer Paid Member Contributions As Compensation (§20692).

As set forth in Section 1.02 of this Article, in accordance with Government Code Section 20691, the City has elected to pay the presently required normal employee contribution to PERS for employees in the Professional and Supervisory bargaining unit.

As allowed by Government Code Section 20692, during each such employee's final compensation period, the City shall stop paying the employee's contribution and, instead, shall increase the pay rate of the employee by an amount equal to the normal contribution previously paid by the City as provided by Section 1.02 of this Article.

- G. Pre-Retirement Optional Settlement 2 Death Benefit (Government Code Section 21548).

The PERS optional benefits provided in this Section 2.01 shall only be available to employees participating in the Tier I Miscellaneous Member benefit plan and shall not be available under the Tier II Miscellaneous member benefit plan.

2.02 Optional Benefits - Tier II Miscellaneous Member Benefits

In addition to the two percent at 60 retirement formula benefit provided for in Section 1.06 of this Article, the following options will be available to employees participating in the Tier II Miscellaneous Member benefit plan:

Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548)

Except as expressly provided in this Section 2.02, no other CalPERS optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan.

2.03 Optional Benefits – Tier III Miscellaneous Member Benefits

In addition to the two percent at 62 retirement formula benefit provided in Section 1.07 of this Article, the following shall be available to employees participating in the Tier III Miscellaneous Member benefit plan: Pre-Retirement Optional Settlement 2 Death Benefit (section 21548.)

Except as expressly provided in this section 2.03, no other CalPERS optional benefits shall be available to employees participating in the Tier III Miscellaneous Member benefit plan.

SECTION 3 - RETIREE MEDICAL INSURANCE BENEFITS

3.01 Tier I Retirees - Retirees Hired Before July 1, 2011 and Not Medicare-Age Eligible

For each retiree hired before July 1, 2011 ("Tier I Retiree"), the City shall make an "unequal" contribution of \$1 per month directly to CalPERS. The City's mandated contribution for each annuitant shall be increased annually to an amount equal to the number of years that the City has been enrolled with PEHMCA multiplied by 5% of the current Employer Minimum Contribution for Employees until the contribution for retirees equals the contribution paid for employees, in compliance with Government Code section 22892(c). This amount is referred to as the "Employer Minimum Contribution for Retirees." In combination with this unequal contribution, the City will also pay the Tier I Retiree the difference between the Employer Minimum Contribution for Retirees and the single retiree medical premium rate for a medical insurance plan in which the retiree is enrolled ("Tier I Retiree Differential Payment") from among those plans provided by the City. The Tier I Retiree Differential Payment shall only be provided to a Tier I Retiree who meets all of the following criteria:

- A. Have a minimum of five years full-time service with the City of Redondo Beach; and,
- B. Retire with CalPERS within 120 days of his or her separation from service with the City; and,
- C. Have completed a minimum of 20 years full-time verifiable service in a public agency at the time of their separation from the City.

When a Tier I Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier I Retiree will not be entitled to the Tier I Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier I Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier I Retiree selecting any such option. When the Tier I Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or the Tier I Retiree Differential Payment.

Employees hired on or after July 1, 2011, are not eligible to receive benefits under this Section.

3.02 Tier II Retirees - Retirees Hired On or After July 1, 2011 and Not Medicare-Age Eligible

Employees hired on or after July 1, 2011 ("Tier II Retirees") shall be eligible to receive a contribution towards the premium costs of health insurance during retirement under the terms of this Section. The contribution provided shall be determined by the Tier II Retiree's years of continuous service with the City, as follows:

- A. The Employer Minimum Contribution for Retirees; plus the differential payment applicable to the Tier II Retiree as follows (collectively, "Tier II Retiree Differential Payment"):
 - 1. For retirees who retire with 10 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 25% of the Tier I Retiree Differential Payment as outlined in Section 3.01;
 - 2. For retirees who retire with 15 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 50% of the Tier I Retiree Differential Payment as outlined in Section 3.01;

3. For retirees who retire with 20 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 75% of the Tier I Retiree Differential Payment as outlined in Section 3.01;
4. For retirees who retire with 25 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 100% of the Tier I Retiree Differential Payment as outlined in Section 3.01.

When a Tier II Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier II Retiree will not be entitled to any Tier II Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier II Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier II Retiree selecting any such option. When the Tier II Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or any Tier II Retiree Differential Payment.

The benefits provided under this Section 3.02 shall only be provided to Tier II Retirees who meet all of the following criteria:

1. Has separated from City employment and retired with CalPERS within 120 days of separation (either through a service retirement or a disability retirement);
2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City;
3. Individuals receiving benefits must ensure continuity of coverage through City insurance plans. Termination of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution above the minimum required by law, under this section.

3.03 Retirees That Are Medicare-Age Eligible

Beginning with the transition to the PERS Health program, and for retirees that are eligible to enroll in the Federal Medicare program or any Medicare supplemental programs ("Medicare-Eligible Retirees"), the City shall make the Employer Minimum Contribution for Retirees. The City's obligation to make "mandatory contributions" on behalf of Medicare-Eligible Retirees shall be limited to the minimum contribution required by law, and only for so long as City contracts with CalPERS for medical insurance.

The premium cost for any additional insurance coverage selected by the Medicare-Eligible Retirees, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Medicare-Eligible Retiree

selecting any such option. When the Medicare-Eligible Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees.

SECTION 4 - DEFERRED COMPENSATION

- 4.01 Employees are eligible to participate in the City contracted 457 deferred compensation plan to the limits imposed by law and/or the plan. The City shall contribute one half a percent (0.5%) of the employee's regular rate of pay into the Plan for all enrolled RBPSA employees.

ARTICLE IV. INSURANCE BENEFITS

SECTION 1 - MEDICAL BENEFITS

- 1.01 The City shall contract with the California Public Employees' Retirement System (PERS) for medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as 1) an enrolled employee and eligible dependents, 2) an enrolled retiree and eligible dependents or 3) a surviving annuitant. The PEMHCA statutory minimum for 2017 is \$128 per month, and changes each year in accordance with Government Code section 22892(b) ("Employer Minimum Contribution for Employee"). Eligible new hires will be covered under this program on the first day of the month following enrollment.
- 1.02 In addition, the City shall implement a flexible spending cafeteria plan ("Cafeteria Plan") in accordance with Internal Revenue Code Section 125 for all active employees. The following health care benefits shall be offered through the Cafeteria Plan: medical, dental (with orthodontia), and vision insurance. Employees participating in the Cafeteria Plan shall receive a monthly flexible spending allowance ("Monthly Allowance") to purchase benefits offered under the Cafeteria Plan. The Monthly Allowances shall be awarded to employees who enroll in the PERS health plan as follows:

<u>Effective January 1, 2021</u>	<u>Monthly Allowance</u>
Employee Only	\$1,000
Employee +1	\$1,350
Employee +2 or more	\$1,650

<u>Effective January 1, 2022</u>	<u>Monthly Allowance</u>
Employee Only	\$1,200
Employee +1	\$1,500
Employee +2 or more	\$1,850

Each participating employee shall pay the Employer Minimum Contribution for Employee and the employee's remaining portion of the premium ("Employee Contribution") from the Employee's Monthly Allowance. The Employer Minimum Contribution for Employee and the Employee Contribution together comprise the "Total Mandatory Medical Contribution." After the Total Mandatory Medical Contribution has been made, the employee has the option (a) to waive the other benefits and have the excess Monthly Allowance converted to taxable income or (b) to purchase the other supplementary products. If premiums and/or costs for the selected benefits exceed the Monthly Allowance, the balance will be paid by the employee through an automatic pre-tax payroll deduction, as permitted under Internal Revenue Code Section 125.

Although the Employer Minimum Contribution for Employee may increase as a matter of law, the Total Monthly Allowance will not increase, absent mutual agreement.

- 1.03 As an added benefit, the City shall pay the entire cost of other City-Paid Health Benefits offered to employees. Other City-Paid Health Benefits are employee life insurance (in the amount of \$100,000 for each employee and \$1,500 per qualified dependent), an accidental death and dismemberment (AD&D) plan (in the amount of \$100,000 for each employee), and an Employee Assistance Plan (EAP).
- 1.04 During the term of this agreement, the parties agree to meet and confer as necessary once the final regulations regarding the U.S. Patient Protection and Affordable Care Act (ACA) are issued, and/or in the event the City incurs any ACA penalties. The City agrees to meet and confer with the Association in advance of any change that results in an economic reduction in Employee Health Benefits and/or City-Paid Health Benefits. The parties agree to meet and review available health insurance options annually by June 30th of each year. The City will transition to CalPERS medical insurance in 2017 and the parties agree to meet and confer as necessary to implement any changes to the administration of the health insurance program as required by CalPERS and PEHMCA

SECTION 2 – OPT OUT

2.01 Effective the first full pay period of January 2021, employees may elect not to select medical insurance coverage and receive 50% of the employee's medical coverage premium for the level of coverage for which they are eligible: Employee, Employee +1 or Family, up to a maximum of \$1,210 per month. For new employees hired after December 31, 2020, the maximum "opt-out" cash back available will be \$900 per month." Employees may only opt out of insurance benefits and receive the 50% benefit if they provide proof of alternative insurance coverage under a qualified group health plan. Employees may then elect to waive the City's medical insurance and purchase other items in the cafeteria plan, or convert the "opt-out" amount to taxable income.

The opt-out option will not be provided and shall not be used for the purpose of purchasing either an individual health plan or insurance on the ACA exchange. Such alternative insurance must provide minimum essential health coverage pursuant to the U.S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternative coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage. Employees wishing to subsequently re-enroll in the PERS Health plan may do so only during the "open enrollment period", unless a qualifying event occurs. A qualifying event shall be defined as set forth in the PERS Medical Plan. Employees who opt out of medical insurance pursuant to this section shall in no event receive any amount exceeding the employee's level of eligible monthly premium contribution by the City as set forth in Article IV section 1.02.

ARTICLE V. SICK LEAVE BENEFITS

SECTION 1 - SICK LEAVE USAGE

- 1.01 The legitimate use of sick leave by the employee is intended to provide income continuation during periods of non-occupational illness, injury, maternity, medical or dental appointments, family sick leave or for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a)..
- 1.02 Sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury. In no instance shall the employee receive compensation in excess of full pay. The intent of this section is to coordinate paid leave to achieve 100% equivalent of regular take-home pay when on paid status, excluding overtime.
- 1.03 An employee who has been determined to be occupationally ill or injured and who has exhausted all of their temporary disability payments may use any accrued Sick Leave, Authorized Professional Time, General Leave to remain on paid status.
- 1.04 An employee shall not be entitled to utilize sick leave while absent from duty on account of illness or injury incurred while self-employed or in the employ of an employer other than the City.
- 1.05 The department director or designee of the director may require sick leave verification without prior written notice at any time during the sick leave absence.

SECTION 2 - LONG-TERM DISABILITY SICK LEAVE PLAN

- 2.01 All employees shall be included in the Long-Term Disability Sick Leave plan set forth in Section 2.02 below.
- 2.02 An employee who suffers a serious non-work-related injury or illness may utilize a long term disability sick leave bank of 2,080 non-replenishing hours that shall be available for use following a 30 calendar day qualifying period. During the qualifying period, such employee may use accrued sick leave, general leave, holiday leave, authorized professional time (APT), or any other paid leave to provide salary continuation. Any long term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long term disability for the duration of the employee's career with the City.

SECTION 3 - CITY OF REDONDO BEACH FAMILY SICK LEAVE PROGRAM

- 3.01 For family sick leave as defined by State law, each employee may use, in any one fiscal year, 108 hours of General Leave, Sick Leave or Long Term Disability leave bank, or 50% of his or her annual accrued General Leave, whichever is greater.

The leave benefit provided for in this Subsection shall supersede the Emergency Family Sick Leave benefit described in Section 2-3.515 of the Redondo Beach Municipal Code.

- 3.02 The City agrees to allow employees to pre-designate and substitute other family members for those persons defined as immediate family. The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase paid leave opportunities, but rather to recognize variations in family structure (e.g., substitute stepmother for mother).
- 3.03 Immediate family shall mean father, mother, grandparent, grandchild, father-in-law, mother-in-law, brother, sister, spouse, domestic partner, and child as defined by AB 1522.

SECTION 4 - FAMILY MEDICAL LEAVE ACT

- 4.01 As required by State and Federal law, the City will provide unpaid family and medical care leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor Regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA), Government Code Section 12945.2. Unless otherwise provided by this Article, "Leave" under this Article shall mean leave pursuant to the FMLA and/or the CFRA.
- 4.02 Eligible employees are entitled to a total of 12 workweeks of leave during any 12 month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12 month period for calculating leave entitlement will be a “rolling period” measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous 12 month period to determine how much leave has been used in determining how much leave an employee is entitled to.

- 4.03 While on leave, employees must use accrued benefit time, such as General Leave or in the case of the employee’s own serious health condition, sick leave, and may use their long term disability leave bank (non-occupational injury or illness). Employees are not allowed to use compensatory overtime (CTO) in accordance with leave regulations.

SECTION 5 - PROHIBITION AGAINST DEFERMENT

- 5.01 No employee shall be entitled to use accrued sick leave or any other sick leave entitlement to defer the effective date of a disability or service retirement. This provision shall be construed as a local rule and regulation within the meaning of Section 21163 of the Government Code as it now exists or may hereafter be amended.

ARTICLE VI. HOLIDAYS, GENERAL LEAVE AND OTHER LEAVE BENEFITS

SECTION 1 - HOLIDAYS

- 1.01 The following 12 days shall be recognized as holidays:

New Year’s Day
 Martin Luther King, Jr.’s Birthday
 Presidents’ Day
 Memorial Day
 Independence Day
 Labor Day
 Veterans’ Day
 Thanksgiving
 The Day After Thanksgiving
 Christmas Eve
 Christmas Day
 New Year’s Eve

- 1.02 If a holiday falls on a day when the employee’s workplace is normally closed, the holiday shall generally be observed on the nearest day when the employee’s workplace is open. For example, if a holiday falls on a Friday when City Hall is normally closed for business, the preceding Thursday will be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

If an employee is required to work by their Department Head on a regularly scheduled City-paid holiday they will have the opportunity to utilize a “floating holiday” within the thirty

(30) day period following the holiday. If the “floating holiday” is not used within that time period, it will be forfeited.

1.03 Additional December Holidays

December 22, 27 and 28, 2021; December 22, 27 and 28 2022; and December 22, 27, and 28, 2023 (hereinafter referred to as the “Additional December Holidays”) shall be additional paid holidays. Employees who are required to work on these days will receive a holiday closure bank in an amount equal to the number of hours actually worked or the actual hours scheduled, whichever is greater. Any earned hours in an employee’s holiday closure bank that are unused as of the end of the following respective calendar year (December 31, 2022, December 31, 2023 and December 31, 2024 respectively) will expire at the end of that calendar year.

SECTION 2 - GENERAL LEAVE

2.01 Employees shall accrue General Leave in accordance with their years of service as outlined in Table B:

Table B.

Completed Years of Service	Annual Accrual	Accrual Limit
1 through 5	156 hours	468 hours
6 through 14	188 hours	564 hours
15 or more	228 hours	684 hours

2.02 Employees with a Sick Leave balance shall have their sick leave hours maintained as a separate bank of hours and available to them for use during the term of their employment for personal and family sick leave, and any leave entitlement such as FMLA, CFRA and Pregnancy Disability Leave.

2.03 At no time shall any City employee be entitled to accrue more General Leave than that provided for above in Table B. Should any employee not use General Leave accrual, accrual will cease at the maximum accrual set forth above until General Leave is used or cashed out to the limits set forth below to bring the employee’s General Leave balance below the maximum accrual.

2.04 Except in cases of emergency or for other proper cause such as illness, injury or family sickness, which may require a physician’s statement for approval, employee requests to use accrued General Leave time shall be approved in advance.

2.05 All employees shall be allowed to cash out up to a maximum of 60) hours of General Leave per fiscal year. Employees may cash out twice per fiscal year, but in no event shall the

cash out exceed 60 hours in a fiscal year. The cash out shall be calculated at the then current regular rate of pay.

- 2.06 The value of accrued General Leave shall be calculated at the employee's regular rate of pay at the time of separation from City employment.
- 2.07 At the discretion of the City Manager, employees who are hired from another public agency may be considered as a lateral transfer and be credited with time served in a public agency for accrued General Leave time.

SECTION 3 - AUTHORIZED PROFESSIONAL TIME

- 3.01 Except as otherwise provided in this Section, an employee who regularly works extra hours, attends evening meetings, and/or is required to participate in job-related weekend activities or functions for which he or she does not receive paid overtime, shall be granted time off with pay in the form of Authorized Professional Time (APT) of 81 hours per calendar year. The City Manager may grant time off in excess of these limits in exceptional cases.
- 3.02 Overtime eligible employees hired after July 16, 2002 shall not be eligible for Authorized Professional Time off.
- 3.03 APT is administered to coincide with the payroll period cycle best aligned to the calendar year. For each calendar year, APT will be available for use in pay period 1 of the calendar year and shall be used by the end of pay period 26 of the calendar year (or pay period 27 for those years which have 27 pay periods).
- 3.04 Effective January 1, 2021 and in relation to the ongoing Covid-19 emergency, employees will be allowed a one-time carry over of a maximum of 27 hours of unused APT time from calendar year 2020 into calendar year 2021. The City and PSA recognize that APT time is use it or lose it. All APT time earned in 2021 (including that which is carried over from 2020) must be used by the last pay period in December 2021 or it will be forfeited.

SECTION 4 - LEAVES OF ABSENCE

- 4.01 The City Manager may grant a leave of absence to permanent employees with or without pay for a period not to exceed one year. No such leave shall be granted except upon a written request of the employee setting forth the purpose and duration of the request. Approval shall be in writing and a copy filed with Human Resources. Upon the expiration of a regularly approved leave, or within a reasonable length of time after notice to return to duty, the employee shall be returned to the position held at the time the leave was granted. Failure on the part of an employee on leave to return promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

SECTION 5 - BEREAVEMENT LEAVE

- 5.01 Each employee shall receive 27 hours of bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's immediate family member, which includes mother, father, grandparent, child, step-child, grand-child, spouse, registered domestic partner, legal dependent, sister or brother. A qualifying incident shall also be defined to include the death of an immediate family member of the employee's spouse or registered domestic partner. An employee may request approval from Human Resources to take bereavement leave for the death of an individual not listed.

ARTICLE VII. GRIEVANCES & DISCIPLINE**SECTION 1 - GRIEVANCES**

- 1.01 A grievance shall be defined as an allegation by an employee or the Association of a misinterpretation, misapplication or violation of a particular provision of this MOU.
- 1.02 Step One - Immediate Supervisor. Any employee with a grievance shall initiate the grievance procedure within 15 working days of the date of the incident, or when the employee should reasonably have been made aware of the grievance, by explaining the situation orally or in writing to his or her immediate supervisor. The employee waives the right to proceed with the grievance if he or she does not initiate the procedure by the deadline. The supervisor shall make a decision and present his or her decision, in writing, to the employee within 10 working days.
- 1.03 Step Two - Department Director. The employee may advance the grievance, in writing, to his or her department director within 15 working days of receipt of the Step One decision. The employee waives the right to proceed with the grievance if he or she does not act by the deadline. Within 15 working days, the department director, or the designee of the department director, shall present his or her decision, in writing, to the employee with copies to the Assistant City Manager.
- 1.04 Step Three – Mediation. Either the employee or the Association may request the grievance be submitted to mediation within 15 working days of receipt of the Step Two decision.

Upon request to mediate the grievance, the City shall make the formal, written request for a mediator from the California State Mediation and Conciliation Service. The choice of a mediator must be approved by both the Association and City before mediation may begin.

If the grievance was mediated and resolved, the mediator shall be requested to provide a written summary of the outcome; a description of the dispute and the resolution reached by the parties.

If the grievance was mediated and not resolved, the mediator shall be requested to render a written, advisory opinion letter to the Association and City within 15 working days of the final mediation session. This opinion is non-binding and is intended to advise the Association and City of the mediator's recommendation to settle the grievance.

- 1.05 Step Four - City Manager. The employee or the Association may present the grievance, in writing, to the City Manager within 15 working days of receipt of the Department Director's decision or the mediator's advisory opinion letter. The employee waives the right to proceed with the grievance if the employee or the Association does not act by the deadline. If the employee or the Association so requests, following written submission of the grievance to the City Manager, the City Manager shall meet with the employee and his or her representative in an effort to resolve the issue. Within 15 working days of receipt of the grievance or of an informal meeting held as provided in this section, whichever is sooner, the City Manager or his or her designee shall present a decision, in writing, to the employee and the Association, with copies to the Assistant City Manager. The City Manager's decision shall be final and binding.

SECTION 2 - DISCIPLINE

Prior to suspension, demotion or discharge of any permanent employee for disciplinary purposes, the following procedures shall be followed.

- 2.01 Employees may be represented by counsel, the employee organization, or a representative of the employee's choice at each level of the discipline procedure.
- 2.02 Employees may submit a statement of rebuttal for written reprimands. The statement of rebuttal shall be attached to the written reprimand and placed in the employee's personnel file.
- 2.03 Written Notice of Proposed Action: Written notice of the proposed disciplinary action shall be given to the employee. The notice shall include, at a minimum, the notice of the proposed action, the reasons therefor, a copy of the charges and materials upon which the action is based, and the right to respond orally or in writing, to the authority initially imposing the discipline.
- 2.04 Employee Response: Within five working days, the employee shall notify the department head of his/her intent to respond, orally or in writing, or both, at the employee's option.
- 2.05 Written Notice of Final Action: Written notice of the final disciplinary action, if any, shall be given to the employee. The notice shall include, at a minimum, the notice of the final action, and the reasons therefor. Such notice shall also include the effective date of the action, and inform the employee of his/her appeal rights.
- 2.06 Advisory Arbitration: Any permanent bargaining unit member who has been subjected to disciplinary action resulting in termination, demotion or suspension without pay, or has been subjected to a pay reduction as a disciplinary action, may appeal such disciplinary

action to advisory arbitration as set forth below. Any such appeal must be submitted in writing to the City Manager or his/her designee not later than 10 working days from receipt of written notice that such discipline will be imposed. An email to the City's representative is sufficient.

The advisory arbitration shall be conducted by a hearing officer selected as follows. The advisory arbitrator shall be selected from a list of nine (9) obtained from the California State Mediation and Conciliation Service. The parties shall determine by lot which party shall proceed first and through alternate strikes of names shall mutually select the remaining unstruck name as the arbitrator. The arbitrator shall prepare a written recommendation to the City Manager who may accept, reject or modify the recommendation. The decision of the City Manager shall constitute final administrative action and shall be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

If the employee is represented by the Association, the cost of the arbitrator and court reporter shall be shared equally by the City and the Association. If the employee is not represented by the Association, the costs shall be borne solely by the City.

ARTICLE VIII. MANAGEMENT RIGHTS

SECTION 1 - EXCLUSIVE CITY RIGHTS AND AUTHORITY

- 1.01 The City retains all rights not specifically delegated by this agreement, including but not limited to the exclusive right to:
- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule and retain employees and change work schedules and assignments upon reasonable notice;
 - B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;
 - C. Determine services to be rendered, operations to be performed, utilization of technology, overall budgetary matters and methods of financing;
 - D. Determine the appropriate job classes and personnel by which government operations are to be conducted;
 - E. Determine the overall mission of the unit of government;
 - F. Maintain and improve the efficiency and effectiveness of government operations;
 - G. Take any necessary actions to carry out the mission of an agency in situations of emergency;

- H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement, to the extent the City acts in a legal manner in compliance with State law;
 - I. The exclusive right to provide any municipal service through a contractual arrangement with any private person, business, organization or corporation, or any other governmental entity;
 - J. Determine and/or change the facilities, methods, technology, means, organizational structure and size of composition of the work force and allocate and assign work by which the City operations are to be conducted;
 - K. Establish and modify productivity and performance programs and standards.
- 1.02 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure herein and shall not supersede the City Personnel Rules and MOU's. Except in emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the execution of management rights impacts the wages, hours, or other terms and conditions of employment of bargaining unit members, the City agrees to meet and confer with Association representatives regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in the MOU or in the Personnel Rules and salary resolutions. By agreeing to meet and confer with the Association as to the impact of the exercise of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE IX. REDUCTION IN FORCE AND LAYOFF PROCEDURE

SECTION 1 - REDUCTION IN FORCE

- 1.01 The City Council or administrative authority may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than four weeks advance notice of separation and the reason therefore.
- 1.02 Layoffs shall not be used to effect the termination of an employee for a failure to satisfactorily perform assigned duties or for disciplinary purposes.
- 1.03 The City agrees to notify the Association and the employee simultaneously at least four weeks prior to the effective date of the layoff. Upon request, the City agrees to meet and consult over the impact of the layoff on the bargaining unit. The City agrees to consider alternatives to layoff proposed by the Association such as, but not limited to: voluntary furloughs, partial or complete leaves of absence and reductions in time base. In addition, the City agrees to use its best efforts to place displaced employees in alternative positions.

SECTION 2 - LAYOFF PROCEDURE

2.01 Order of Layoff – When a position is to be cut and an incumbent employee laid off, the following shall be observed:

- A. Prior to implementing any layoff, the City shall ask if there are any employees holding positions in the classification of the position being abolished who wish to accept a layoff.
- B. If there are no volunteers, the City shall then offer an employee whose position is scheduled to be cut consideration for vacancies at or below the employee's current grade for which the employee meets the minimum qualifications and training requirements, prior to open or promotional recruitment.
- C. The City will compile layoff lists for the various classifications of employment as conditions may require. Layoff lists shall be based on the layoff seniority of employees in the classification affected. Layoffs will be accomplished on the basis of layoff lists and the requirements of this Agreement.
- D. Permanent employees shall be laid off in inverse order of seniority in classification as established by layoff lists.

2.02 Layoff Seniority

- A. Layoff seniority is defined as the length of total service in all classifications as a permanent City employee, including probationary and non-probationary status, but not including time served as a temporary employee. When employees have equal overall seniority in permanent City employment, the employee with the greater amount of service in the employee's present classification and in higher or equivalent classes shall have the highest retention priority. If a tie occurs, priority shall be determined by a flip of a coin, performed in the presence of a representative of the City and of the Association.
- B. Layoff seniority commences with, and is determined by, the date of appointment to a permanent position and shall be credited for all time worked and for all periods.
- C. Where there has been a break in employment, exceeding six months, credit shall not be given for prior service except in the case of an employee who was separated because of a reduction in force and subsequently re-employed.

2.03 Written Notice of Layoff

- A. Any employee to be laid off will be given written notice of layoff not less than four weeks prior to the effective date of such layoff.
- B. An employee who is notified of impending layoff shall have the right to a personal conference to discuss the rights and benefits available to the employee. Notice of the right to such a conference shall be in writing to the employee and shall include the date, time and location of the scheduled conference. The employee may reschedule to a mutually agreeable time or waive the right to such conference in writing, in a space included on the notice of layoff. Employees may have an association representative present at the conference.
- C. A copy of the layoff notice will be simultaneously provided to the Association. In addition to the layoff meeting with the employee, the City will meet and consult with the Association regarding the impact of employee layoffs.
- D. Upon receipt of notice of layoff and in order to avoid layoff, an employee may request demotion in writing to the Human Resources Division within three working days of the date of the layoff conference.

2.04 Displacement

- A. Permanent employees who are displaced from their positions by the reduction in work force process described above shall be entitled to placement in any department 1) in the same or lower classification in the same class series, or 2) in a lower classification in which the affected employee once had permanent status.
- B. Whenever a position is created, reclassified, or modified due to reorganization, and approved by Council, that position shall be placed in the appropriate grouping of positions after negotiation with the Association.
- C. Permanent employees who are displaced by other employees under this section are entitled, in turn, to the placement rights contained in this section.
- D. The rights set forth in this Article shall apply only to employees and positions covered by this Memorandum of Understanding. If the City enters into an agreement which allows employees not subject to this MOU to displace employees subject to this MOU, the City shall extend reciprocal displacement rights to employees subject to this MOU.

ARTICLE X. OTHER MATTERS

SECTION 1 - PROBATIONARY PERIOD

- 1.01 To fully evaluate employees effectively, any employee absent from work for any reason, (excluding training, which will be calculated as time “on duty”) for more than 160 hours cumulatively during their probationary period shall have their probationary period extended for the number of hours that equals the total number of absences from work.

For example, an employee absent 161 hours during their probationary period shall serve an additional 161 hours before successfully completing their probationary period.

SECTION 2 - OUTSIDE EMPLOYMENT

- 2.01 Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Assistant City Manager. The Assistant City Manager has the sole discretion with respect to any employee request for outside employment, except as provided in 2.02 below.
- 2.02 An employee seeking permission to perform outside employment shall apply in writing to the Assistant City Manager for approval on the form provided for the City. If outside employment is initially approved, such approval for outside employment may be revoked, provided the employee involved shall receive at least 14 calendar days advance notice in writing of such revocation.

If outside employment is not approved, the Association and the City Manager will submit their respective written positions on the issue to a mutually agreed-upon third party, who shall have the final authority to determine approval or non-approval of the outside employment. This determination shall be binding upon both the City and the employee. Any costs associated with this final determination shall be shared equally, 50-50 by the City and the Association.

SECTION 3 - ASSOCIATION BUSINESS

- 3.01 Leave: The Association shall be eligible for an initial allocation of 120 hours per fiscal year of leave with pay for the purpose of attending seminars or conferences relative to employer-employee relations, Board of Directors meetings, and/or other meetings related to employer-employee relations. The Association shall provide reasonable advance written notice to their immediate supervisor specifying the dates and hours of leave requested and the personnel involved. Such leave shall be granted upon request, subject to the requirement that the City provide the personnel and level of service necessary to carry out the mission of the agency as determined by the City Manager. This leave

provision shall be exclusive of such reasonable time that may be granted to Association representatives on matters related to wages, hours, and other terms and conditions of employment.

- 3.02 The City will comply with its legal obligations regarding access to City Facilities and providing relevant information to the Association.

SECTION 4 - SAVINGS CLAUSE

- 4.01 The provisions of this MOU are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, subsections, sentences, clauses, or phrases of this MOU, but they shall remain in effect, it being the intent of the City that this MOU shall stand notwithstanding the invalidity of any part.

SECTION 5 - IMPLEMENTATION AND DURATION

- 5.01 This MOU shall be binding on the City and the Association when ratified by the Association and approved and adopted by Mayor and City Council.
- 5.02 Except as otherwise provided herein, this MOU shall be in full force and effect beginning January 1, 2021, and shall remain in full force and effect through December 31, 2023.
- 5.03 The matters within the scope of representation that are set forth in this MOU have been discussed in good faith and agreed upon as constituting an equitable adjustment to existing wages, hours, and other terms and condition of employment between the City and the Association as evidenced by the signatures of the duly authorized representatives of each party.

SECTION 6 - AGENCY SHOP

During the term of this agreement, the City and PSA agree to meet and confer on the terms of this Section 6 – Agency Shop.

- 6.01 The City of Redondo Beach ("City") and the Redondo Beach Professional and Supervisory Association ("PSA" or "Association") enter into this Agreement to implement an Agency Shop agreement pursuant to California Government Code section 3502.5 and other applicable rules or law, including Article III, Section 12 of the City's Employer-Employee Relations Resolution, Resolution No. 6046 which is incorporated as though set forth in its entirety herein.
- 6.02 Definitions:
- a. "Agency Shop," as used in this Agreement, means an arrangement that requires an employee, as a condition of employment, either to join the recognized

employee organization or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization, as may be amended from time to time by the Association. The "service fee" may also be referred to as an "Agency Fee" or "Agency Shop Fee" under the applicable law and in this Agreement.

- b. "Agency Fee" collected from nonmember bargaining unit employees pursuant to this Agreement shall be limited to PSA's annual costs for representing such employees. The Agency Fee does not include the amounts used for the Association's political activity or other categories of expenses deemed as non-chargeable to Association members by applicable law.
 - c. "MOU Agreement" means either a tentative agreement or a memorandum of understanding negotiated and executed by the City and PSA governing the terms and conditions of employment of employees in classifications represented by PSA for a stated period of time, whichever is in effect.
- 6.03 This Agreement will be placed in effect immediately following execution by the Association and the City, and after notice of the Agency Fee has been provided to employees in classifications represented by the Association.
- 6.04 Unless otherwise agreed, all applicable dues deductions, Agency Fee, or charitable contributions (if eligible), for the month shall be deducted by the City from wages earned by the employee each biweekly pay period. All deductions shall be in the biweekly amount certified by the designated officer of the Association as the Agency Fee.
- a. All applicable dues deductions and/or Agency Fee withheld by the City will be transmitted by the City to the treasurer of the Association, or its other designated officer, at the address specified by the Association in writing and accompanied by a list of the employees for whom the deduction was made. The Association agrees that such information and lists will be treated in a confidential manner. The deductions and the list will be remitted to the Association not later than twenty one (21) days following the pay period in which the deductions were made.
- 6.05 The parties recognize that employees in a classification represented by the Association generally have the right to join or not to join the Association. Pursuant to an Agency Shop agreement, as provided under state law and this section, employees must either voluntarily join the Association or must pay the Agency Fee. The amount of the Agency Fee will be a uniform amount established by the Association and limited as provided by law. The amount of the Agency Fee and any changes in the fee will be certified in writing to the City's Human Resources Director, or designee, by the President of the Association.
- 6.06 Employees Exempted from Obligation to Pay Union: Any member who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join

or financially support any public employee organization as a condition of employment; however:

- a. The employee will be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to dues, initiation fees, or agency fees to a nonreligious and non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, as follows:
 - (1) The employee may choose the organization from the following list of qualifying organizations designated by the City and Association:
 - (a) American Red Cross;
 - (b) Boys and Girls Club;
 - (c) Los Angeles Regional Food Bank.
 - (2) If the employee refuses to choose a qualified charity, the employee will be deemed to have selected the American Red Cross.
 - (3) Charitable contributions, if applicable, will be transmitted to the applicable charity by the Association.
 - b. Employees requesting an exemption from paying an agency fee pursuant to this Section must submit a request in writing to the City's Human Resources Director or designee. The Human Resources Director or designee shall provide notification to the Association of the employee's election within seven (7) days of the City's receipt.
- 6.07 At the time of hire, the City will notify all newly hired employees within the PSA that an agency shop agreement is in effect. Within ten (10) days of each new hire in PSA, the City will notify PSA of the new hire, providing PSA with the employee's name, classification, and date of hire. Within thirty (30) days of execution of this Agreement (or within thirty (30) days of hire for employees hired after the execution of this Agreement), covered employees will execute written authorization for either Association dues deductions, Agency Fee, or, if eligible, the charitable contribution. In the absence of written authorization, the employee will be deemed an Agency Fee payer and City will deduct the Agency Fee from the employee's paycheck pursuant to this Agreement.
- 6.08 The Association will keep an adequate itemized record of its financial transactions and shall provide annually to the City and to employees in classifications represented by the Association, within sixty (60) days after the end of its fiscal year, a detailed financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant, as provided in Government Code section 3502.5(f).
- 6.09 Notice of Objection to Union Expenditures: The Association shall provide an annual written notice to each employee in a classification represented by the Association who is required to pay the Agency Fee. The notice shall include:

- a. The amount of the Association dues (if applicable) and the Agency Fee; and
 - b. The percentage of the Agency Fee amount that is attributable to chargeable expenditures and the basis for this calculation. Any employee who is required to pay an Agency Fee may object to the payment of an Agency Fee amount that includes non-chargeable expenditures, and challenge the calculation of the non-chargeable expenditures. An Agency Fee objection must be filed with the Association within thirty (30) days following distribution of the annual written notice.
- 6.10 The City and the Association may agree upon a process for the collection and remittance of voluntary dues deductions from represented employees that are in addition to those specified in this Agreement.
- 6.11 Rescission of Agency Shop Agreement / Agency Fee: Pursuant to Government Code Section 3502.5, following implementation, this Agreement (including the Agency Shop) may be rescinded by a majority of all votes cast by the employees in the bargaining unit. Rescission will be subject to all of the following conditions:
- a. A request for such a vote must be supported by a petition, filed with the City's Human Resources Director or designee, containing the signatures of at least thirty (30) percent of the employees in the bargaining unit;
 - b. The vote is by secret ballot; and
 - c. The vote may be taken at any time during the term of the effective MOU Agreement, but, in no event, shall there be more than one (1) vote taken during such term.
- 6.12 Indemnification, Defense, and Hold Harmless:
- a. The Association shall indemnify, defend, and hold the City harmless against any and all suits, claims, demands and any other liabilities that may arise out of or by reason of any action that shall be taken or not taken by the City in connection with the City's interpretation, application, administration, or enforcement of any section in this Agency Shop Agreement pertaining to Agency Fees.
 - b. If, through inadvertence or error, the City fails to make the authorized deduction, or any part thereof, the City shall assume no responsibility to correct such omission or error retroactively. It is expressly understood and agreed that the Association will refund to the employee any Association dues deductions (if applicable) and/or Agency Fee erroneously withheld from an employee's wages by the City and paid to the Association. In the event the Association fails to refund the dues deductions (if applicable) or Agency Fee erroneously withheld

within a reasonable period of time following notification, the City will make such refund and deduct the amount from the amount due to the Association.

- 6.13 The City and the Association have reached an agreement on the above terms in response to the Association's request for an agency fee agreement. By executing this agreement, the City and PSA expressly acknowledge and represent that they have fully met and conferred over all matters covered in this Agreement. This Agreement shall not be effective unless and until executed by both parties. This Agreement shall be incorporated into the current MOU Agreement, or if no current MOU Agreement exists, shall be incorporated into the next agreed-upon MOU Agreement.

SECTION 7 - COMPUTER LOAN PROGRAM

- 7.01 The City shall provide a computer loan program for bargaining unit members consistent with the existing policy applicable to the Teamsters and RBCEA bargaining units. There is no cap on the amount of money available for this program.

FOR THE ASSOCIATION:

Lina Carrillo, President

Joyce Rooney, First Vice President

Lauren Sablan, Second Vice President

FOR THE CITY:

William C. Brand, Mayor

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT A - Pay Plan for the Professional and Supervisory Unit

The monthly base salary ranges for employees in the Professional and Supervisory Unit shall be set forth as follows:

CLASS TITLE	MONTHLY BASE SALARY RANGES
Principal Civil Engineer	8438 - 10960
Deputy Public Works Director (U)	8038 - 10438
Capital Projects Program Manager	7582 - 9844
Civil Engineer	7582 - 9844
Senior Plan Check Engineer	7582 - 9844
Transportation Engineer	7582 - 9844
Planning Manager	7582 - 9844
Associate Civil Engineer	7080 - 9157
Support Services Manager (U)	7080 - 9157
Deputy City Treasurer (U)	7080 - 9157
Economic Development Manager	7080 - 9157
Information Technology Operations Supervisor	7080 - 9157
Plan Check Engineer	7080 - 9157
Hazardous Materials Specialist (U)	6930 - 8970
Fire Prevention Hazardous Materials Specialist (U)	6930 - 8970
Capital Projects Construction Manager (U)	6898 - 8913
Program Manager – WIA & CDBG (U)	6898 - 8913
Public Works Manager/Building/Facilities and Pier/Harbor	6898 - 8913
Public Works Manager/Parks and Urban Forestry	6898 - 8913
Public Works Manager/Streets-Sewers	6898 - 8913
Public Works Superintendent (U)	6898 - 8913
Cultural Arts Manager	6898 - 8913
Recreation and Youth Services Manager (U)	6898 - 8913
Business Systems Analyst	6734 - 8702
Senior Planner	6734 - 8702
Transit Operations and Transportation Facilities Manager (U)	6734 - 8702
Chief Deputy City Clerk	6734 - 8702
Administrative Manager	6640 - 8582
Building Regulations Manager	6640 - 8582
Harbor Facilities Manager (U)	6640 - 8582
Housing Manager	6640 - 8582
Recreation Facilities Manager (U)	6640 - 8582
Associate Planner	6439 - 8316
Public Safety Communications Manager (U)	6439 - 8316
Facilities Maintenance Manager (U)	6439 - 8316
Grants Financial Administrator (U)	6439 - 8316
Law Office Manager	6439 - 8316
Litigation Paralegal	6439 - 8316
Information Technology Analyst	6439 - 8316

EXHIBIT A - Pay Plan for the Professional and Supervisory Unit

Municipal Enforcement Manager	6168 - 7965
Senior Management Analyst	6168 - 7965
Community Program Manager	6168 - 7965
Police Records Manager	6168 - 7965
Harbor Projects Analyst	6070 - 7846
Harbor Properties Associate	6070 - 7846
Information Systems Specialist	5832 - 7585
Administrative Analyst	5776 - 7452
Community Services Analyst	5776 - 7452
Economic Development Associate (U)	5776 - 7452
Public Works Maintenance Supervisor	5776 - 7452
Rehabilitation Inspector/Estimator (U)	5776 - 7452
Records Management Supervisor (U)	5776 - 7452
Senior Librarian	5776 - 7452
Crime Analyst	5776 - 7452
Assistant Civil Engineer	5582 - 7212
Assistant Planner	5582 - 7212
Communications Supervisor	5582 - 7212
Community Resources Supervisor	5582 - 7212
Fire Prevention Officer	5582 - 7212
Fire Prevention Plan Checker	5582 - 7212
Plans Examiner	5582 - 7212
Technical Theater Supervisor	5582 - 7212
Recreation Supervisor	5582 - 7212
Municipal Services Supervisor	5582 - 7212
Planning Analyst	5582 - 7212
Municipal Enforcement Supervisor	5069 - 6546
Computer & Telecommunications Specialist	5069 - 6546
Intake Supervisor (U)	5069 - 6546
Librarian	5069 - 6546
Analyst	4992 - 6076
Executive Assistant	4992 - 6076
Executive Assistant to the City Prosecutor	4992 - 6076
Executive Assistant to the Police Chief	4992 - 6076
Legal Secretary	4992 - 6076
Library Circulation Supervisor	4992 - 6076
Printing & Graphics Supervisor	4992 - 6076
Housing Supervisor	4992 - 6076

Effective the first full pay period in January 2022:

CLASS TITLE	MONTHLY BASE SALARY RANGES
Principal Civil Engineer	8,522 – 11,070

EXHIBIT A - Pay Plan for the Professional and Supervisory Unit

Deputy Public Works Director (U)	8,118 – 10,542
Capital Projects Program Manager	7,658 – 9,942
Civil Engineer	7,658 – 9,942
Senior Plan Check Engineer	7,658 – 9,942
Transportation Engineer	7,658 – 9,942
Planning Manager	7,658 – 9,942
Associate Civil Engineer	7,151 – 9,249
Support Services Manager (U)	7,151 – 9,249
Deputy City Treasurer (U)	7,151 – 9,249
Economic Development Manager	7,151 – 9,249
Information Technology Operations Supervisor	7,151 – 9,249
Plan Check Engineer	7,151 – 9,249
Hazardous Materials Specialist (U)	6,999 – 9,060
Fire Prevention Hazardous Materials Specialist (U)	6,999 – 9,060
Capital Projects Construction Manager (U)	6,967 – 9,002
Program Manager – WIA & CDBG (U)	6,967 – 9,002
Public Works Manager/Building/Facilities and Pier/Harbor	6,967 – 9,002
Public Works Manager/Parks and Urban Forestry	6,967 – 9,002
Public Works Manager/Streets-Sewers	6,967 – 9,002
Public Works Superintendent (U)	6,967 – 9,002
Cultural Arts Manager	6,967 – 9,002
Recreation and Youth Services Manager (U)	6,967 – 9,002
Business Systems Analyst	6,801 – 8,789
Senior Planner	6,801 – 8,789
Transit Operations and Transportation Facilities Manager (U)	6,801 – 8,789
Chief Deputy City Clerk	6,801 – 8,789
Administrative Manager	6,706 – 8,668
Building Regulations Manager	6,706 – 8,668
Harbor Facilities Manager (U)	6,706 – 8,668
Housing Manager	6,706 – 8,668
Recreation Facilities Manager (U)	6,706 – 8,668
Associate Planner	6,503 – 8,399
Public Safety Communications Manager (U)	6,503 – 8,399
Facilities Maintenance Manager (U)	6,503 – 8,399
Grants Financial Administrator (U)	6,503 – 8,399
Law Office Manager	6,503 – 8,399
Litigation Paralegal	6,503 – 8,399
Information Technology Analyst	6,503 – 8,399
Municipal Enforcement Manager	6,230 – 8,045
Senior Management Analyst	6,230 – 8,045
Community Program Manager	6,230 – 8,045
Police Records Manager	6,230 – 8,045
Harbor Projects Analyst	6,131-7,924
Harbor Properties Associate	6,131-7,924

EXHIBIT A - Pay Plan for the Professional and Supervisory Unit

Information Systems Specialist	5,890 – 7,661
Administrative Analyst	5,834 – 7,527
Community Services Analyst	5,834 – 7,527
Economic Development Associate (U)	5,834 – 7,527
Public Works Maintenance Supervisor	5,834 – 7,527
Rehabilitation Inspector/Estimator (U)	5,834 – 7,527
Records Management Supervisor (U)	5,834 – 7,527
Senior Librarian	5,834 – 7,527
Crime Analyst	5,834 – 7,527
Assistant Civil Engineer	5,638 – 7,284
Assistant Planner	5,638 – 7,284
Communications Supervisor	5,638 – 7,284
Community Resources Supervisor	5,638 – 7,284
Fire Prevention Officer	5,638 – 7,284
Fire Prevention Plan Checker	5,638 – 7,284
Plans Examiner	5,638 – 7,284
Technical Theater Supervisor	5,638 – 7,284
Recreation Supervisor	5,638 – 7,284
Municipal Services Supervisor	5,638 – 7,284
Planning Analyst	5,638 – 7,284
Municipal Enforcement Supervisor	5,120 – 6,611
Computer & Telecommunications Specialist	5,120 – 6,611
Intake Supervisor (U)	5,120 – 6,611
Librarian	5,120 – 6,611
Analyst	5,042 – 6,137
Executive Assistant	5,042 – 6,137
Executive Assistant to the City Prosecutor	5,042 – 6,137
Executive Assistant to the Police Chief	5,042 – 6,137
Legal Secretary	5,042 – 6,137
Library Circulation Supervisor	5,042 – 6,137
Printing & Graphics Supervisor	5,042 – 6,137
Housing Supervisor	5,042 – 6,137

Effective the first full pay period in January 2023:

CLASS TITLE	MONTHLY BASE SALARY RANGES
Principal Civil Engineer	8,692 – 11,291
Deputy Public Works Director (U)	8,280 – 10,753
Capital Projects Program Manager	7,811 – 10,141
Civil Engineer	7,811 – 10,141

EXHIBIT A - Pay Plan for the Professional and Supervisory Unit

Senior Plan Check Engineer	7,811 – 10,141
Transportation Engineer	7,811 – 10,141
Planning Manager	7,811 – 10,141
Associate Civil Engineer	7,294 – 9,434
Support Services Manager (U)	7,294 – 9,434
Deputy City Treasurer (U)	7,294 – 9,434
Economic Development Manager	7,294 – 9,434
Information Technology Operations Supervisor	7,294 – 9,434
Plan Check Engineer	7,294 – 9,434
Hazardous Materials Specialist (U)	7,139 – 9,241
Fire Prevention Hazardous Materials Specialist (U)	7,139 – 9,241
Capital Projects Construction Manager (U)	7,106 – 9,182
Program Manager – WIA & CDBG (U)	7,106 – 9,182
Public Works Manager/Building/Facilities and Pier/Harbor	7,106 – 9,182
Public Works Manager/Parks and Urban Forestry	7,106 – 9,182
Public Works Manager/Streets-Sewers	7,106 – 9,182
Public Works Superintendent (U)	7,106 – 9,182
Cultural Arts Manager	7,106 – 9,182
Recreation and Youth Services Manager (U)	7,106 – 9,182
Business Systems Analyst	6,937 – 8,965
Senior Planner	6,937 – 8,965
Transit Operations and Transportation Facilities Manager (U)	6,937 – 8,965
Chief Deputy City Clerk	6,937 – 8,965
Administrative Manager	6,840 – 8,841
Building Regulations Manager	6,840 – 8,841
Harbor Facilities Manager (U)	6,840 – 8,841
Housing Manager	6,840 – 8,841
Recreation Facilities Manager (U)	6,840 – 8,841
Associate Planner	6,633 – 8,567
Public Safety Communications Manager (U)	6,633 – 8,567
Facilities Maintenance Manager (U)	6,633 – 8,567
Grants Financial Administrator (U)	6,633 – 8,567
Law Office Manager	6,633 – 8,567
Litigation Paralegal	6,633 – 8,567
Information Technology Analyst	6,633 – 8,567
Municipal Enforcement Manager	6,355 – 8,206
Senior Management Analyst	6,355 – 8,206
Community Program Manager	6,355 – 8,206
Police Records Manager	6,355 – 8,206
Harbor Projects Analyst	6,254 – 8,082
Harbor Properties Associate	6,254 – 8,082
Information Systems Specialist	6,008 – 7,814
Administrative Analyst	5,951 – 7,678

EXHIBIT A - Pay Plan for the Professional and Supervisory Unit

Community Services Analyst	5,951 – 7,678
Economic Development Associate (U)	5,951 – 7,678
Public Works Maintenance Supervisor	5,951 – 7,678
Rehabilitation Inspector/Estimator (U)	5,951 – 7,678
Records Management Supervisor (U)	5,951 – 7,678
Senior Librarian	5,951 – 7,678
Crime Analyst	5,951 – 7,678
Assistant Civil Engineer	5,751 – 7,430
Assistant Planner	5,751 – 7,430
Communications Supervisor	5,751 – 7,430
Community Resources Supervisor	5,751 – 7,430
Fire Prevention Officer	5,751 – 7,430
Fire Prevention Plan Checker	5,751 – 7,430
Plans Examiner	5,751 – 7,430
Technical Theater Supervisor	5,751 – 7,430
Recreation Supervisor	5,751 – 7,430
Municipal Services Supervisor	5,751 – 7,430
Planning Analyst	5,751 – 7,430
Municipal Enforcement Supervisor	5,222 – 6,743
Computer & Telecommunications Specialist	5,222 – 6,743
Intake Supervisor (U)	5,222 – 6,743
Librarian	5,222 – 6,743
Analyst	5,143 – 6,260
Executive Assistant	5,143 – 6,260
Executive Assistant to the City Prosecutor	5,143 – 6,260
Executive Assistant to the Police Chief	5,143 – 6,260
Legal Secretary	5,143 – 6,260
Library Circulation Supervisor	5,143 – 6,260
Printing & Graphics Supervisor	5,143 – 6,260
Housing Supervisor	5,143 – 6,260

Note: The letter (U) denotes a position in the Unclassified Service.

RESOLUTION NO. CC-2101-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$60,259 FROM THE UNASSIGNED GENERAL FUND BALANCE FOR THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH PROFESSIONAL AND SUPERVISORY ASSOCIATION

WHEREAS, the existing MOU with the Redondo Beach Professional and Supervisory Association expired on December 31, 2020; and

WHEREAS, representatives of the City and the RBPSA have met and conferred in good faith and have reached agreement on a successor MOU; and

WHEREAS, the negotiated MOU will provide a \$500 one-time payment and with increases to health contributions for each of the 58 active members of the RBPSA; and

WHEREAS, said payment requires a one-time appropriation of \$60,259 from the FY 2020-2021 Unassigned General Fund balance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That \$60,259 shall be appropriated from the Unassigned General Fund Balance for the increases to health contributions and one-time payment of \$500 to each of the 58 active members of the RBPSA.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2020-2021 in accordance with the above modification.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter the same into the original Book of Resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2021.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2101-005 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 12th day of January, 2021, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

N.2., File # 20-1884

Meeting Date: 1/12/2021

To: MAYOR AND CITY COUNCIL

From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE REDONDO BEACH CITY EMPLOYEES' ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2101-002, 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 CITY EMPLOYEES' ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023;

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2101-003, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$102,965 FROM THE UNASSIGNED GENERAL FUND BALANCE FOR THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH CITY EMPLOYEES' ASSOCIATION

EXECUTIVE SUMMARY

City representatives and members of the Redondo Beach City Employees' Association (CEA) have met and conferred in good faith, and have reached a three year agreement for a successor Memorandum of Understanding, for the period from January 1, 2021 through December 31, 2023.

The attached agreement will provide members with all the same terms and conditions of employment as the existing agreement, with the exception of the following:

- 1) A \$500 one-time "signing bonus" for each active member upon adoption of the MOU;
- 2) In January 2021 and 2022, increases to monthly City health insurance contributions, which in 2022 will them to the same level as the safety groups;
- 3) In January 2022, a 1% base salary increase;
- 4) In January 2023, a 2% base salary increase;
- 5) Addition of three "holiday closures" (additional paid holidays off on December 22, 27 and 28 in December 2021, 2022 and 2023.

The projected cost of the agreement for this fiscal year is \$102,965. The CEA has 80 active employees and represents many various job classifications such as Building Inspector, Emergency Services Dispatcher, Payroll Technician and Library Clerk.

BACKGROUND

City and CEA representatives have engaged in good faith negotiations to prepare this successor MOU. The previous MOU between the City and the CEA was a one year contract with a term from January 1, 2020 through December 31, 2020. The previous agreement provided a one-time payment of \$2500 to each active member of CEA along with three additional holidays in December 2020, known as the “holiday closure”. That MOU expired on December 31, 2020.

This successor MOU, if approved, will maintain the existing terms and conditions of employment, with the following changes:

Term: Three years, from January 1, 2021 through December 31, 2023

Salaries: Represented employees will receive a one-time signing bonus of \$500 upon adoption of the MOU. In addition, in the first full pay period of January 2022, employees will receive a 1% base salary increase. In the first full pay period of January 2023, employees will receive a 2% base salary increase.

Health Contributions: In January 2021, represented employees will receive a \$200 per month increase to their monthly health insurance contributions, for employee, employee plus one and family coverages. In January 2022, employees will receive additional increases to bring their coverage to the same level as the City’s safety bargaining units. These increases are offset by a cap placed on “cash in lieu” payments for those members who opt out of the plan.

Holiday Closures: Employees will receive three additional paid holidays each year (on December 22, 27, and 28), in 2021, 2022 and 2023. City Hall offices will be closed on these days, as has occurred several times over the past few years.

The provisions in this MOU were approved by the CEA Board and ratified by the bargaining unit on December 21, 2020.

The CEA currently has 80 active employees and represents many various job classifications such as Building Inspector, Emergency Services Dispatcher, Payroll Technician and Library Clerk.

COORDINATION

This report was prepared by the Human Resources Department. The resolutions were approved as to form by the City Attorney’s Office.

FISCAL IMPACT

The annualized costs of the agreement are as follows:

Year One: \$165,930

Year Two: \$194,238

Year Three and ongoing: \$339,254

The fiscal year 2020-21 cost of the agreement is \$102,965 and is to be funded from available and

unallocated General Fund balance, and requires a 4/5ths budget appropriation per the attached resolution.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Resolutions and MOU

RESOLUTION NO. CC-2101-002

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 CITY EMPLOYEES' ASSOCIATION FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

WHEREAS, pursuant to Chapter 10 (section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in the attached Memorandum of Understanding ("MOU") have been discussed by and between representatives of the City of Redondo Beach ("City") and representatives of the Redondo Beach City Employees' Association (RBCEA), and except as otherwise specifically provided herein shall apply to only those employees who are employed full-time and are appointed to permanent positions in the RBCEA Bargaining Unit; and,

WHEREAS, the existing MOU with the Redondo Beach City Employees' Association expired on December 31, 2020; and

WHEREAS, representatives of the City and the RBCEA have met and conferred in good faith and have reached agreement on a successor MOU; and

WHEREAS, the attached MOU will provide adjustments agreed upon by the Redondo Beach City Employees' Association; and

WHEREAS, said MOU is not binding until presented to the Mayor and City Council for approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the MOU, attached hereto and made a part hereof, between the City and RBFA for the period beginning January 1, 2021 and ending December 31, 2023 is hereby adopted.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2021.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No.CC-2101-002 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 12th day of January, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH
AND
**THE REDONDO BEACH
CITY EMPLOYEES ASSOCIATION**



January 1, 2021 – December 31, 2023

Per Resolution No.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH
AND
THE REDONDO BEACH CITY EMPLOYEES ASSOCIATION

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Rules and Regulations for the Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between representatives of the City of Redondo Beach (hereinafter the "City") and representatives of the Redondo Beach City Employees Association (hereinafter the "Association") and except as otherwise specifically provided herein shall apply to only those employees who are employed full-time and are appointed to permanent positions included in the Non-Management Bargaining Unit.

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ARTICLE I. TERMS

SECTION 1 – DEFINITION OF TERMS

1.01 The following terms, whenever used in this MOU, shall have the meanings set forth in this section:

- A. ASSOCIATION: Shall mean Redondo Beach City Employees Association as the recognized representative for the employees covered by this agreement.
- B. CITY: Shall mean the City of Redondo Beach.
- C. CITY MANAGER: Shall mean the City Manager or the designee of the City Manager.
- D. CITY PHYSICIAN: Shall mean the physician or physicians designated by the Human Resources Director.
- E. DAYS: Shall mean calendar days except where working days are expressly specified.
- F. DEPARTMENT DIRECTOR: Shall mean the head of a department or the designee of the department director.
- G. EMPLOYEE: Shall mean persons who serve full-time and are appointed to full-time classes of positions in the Non-Management Bargaining Unit.
- H. EXEMPT EMPLOYEE: Shall mean an employee not entitled to time and half overtime pay for all hours worked beyond 40 in any workweek according to the provisions of the Fair Labor Standards Act.
- I. FISCAL YEAR: Shall mean the 12 month period from July 1st through June 30th.
- J. MOU: Shall mean Memorandum of Understanding.
- K. NONEXEMPT EMPLOYEE: Shall mean an employee entitled to time and one half overtime pay for all hours worked beyond 40 in any workweek according to the provisions of the Fair Labor Standards Act.
- L. RETIREE: Shall mean an employee of the City who receives a normal service retirement or disability retirement from the Public Employees Retirement System.
- M. SERIOUS INJURY OR ILLNESS: Shall mean as related to Article VI, Section 3.03, an injury or illness certified by the City Physician to require a recuperation period of thirty days or more.
- N. TOTAL CITY SENIORITY: Shall mean total years of full time service with the City of Redondo Beach.
- O. WORK DAY: A work day and or shift shall be defined as eight, nine, 10 or 12

hours with paid or unpaid meal break of 30 or 60 minutes approximately midway through the shift.

- P. WORK PERIOD: Shall mean for purposes of calculating overtime compensation, seven consecutive, regularly recurring, 24-hour periods equal to 168 hours set by the City Manager.
- Q. YEAR: Shall mean fiscal year except where calendar year is expressly specified.

ARTICLE II. RECOGNITION

SECTION 1 – CLASSES IN BARGAINING UNIT

- 1.01 The City recognizes the Redondo Beach City Employees Association as the exclusively recognized employee organization for all employees in the job classes and job families listed in the Salary Resolution as members of the Association.
- 1.02 The Association agrees to indemnify and hold the City harmless against any and all suits, claims, demands and liabilities that may arise as a result of the City recognition of the Association as the exclusively recognized employee organization for full-time employees in the job classes described in this Section.

ARTICLE III. COMPENSATION

SECTION 1 – PAY PLAN

- 1.01 The salary ranges for the classes covered by this MOU are as listed in Exhibit A. The ranges set forth in Exhibit A to this MOU include and reflect the following increases in base pay: one percent (1%) effective the beginning of the first full pay period in January 2022 ; and two percent (2%) effective the first full pay period in January 2023.
- 1.02 Effective the first full pay period following approval and adoption of the MOU, employees shall receive a one-time \$500.00 signing bonus. Only employees that are active (employed by the City) during the pay period in which the signing bonus is paid will be eligible to receive the signing bonus.

SECTION 2 – PAY AFTER PROMOTION

- 2.01 Base pay (Salary Ranges A through D) following promotion shall be established at the base pay rate (Salary Ranges A through D) in the higher class that represents at least a 5% increase over the pre-promotion base pay rate.

SECTION 3 – PERFORMANCE PAY

- 3.01 The pay plan shall consist of four annual salary ranges designated A, B, C, and D. Advancement from one pay rate to another shall be based on satisfactory job performance.

SECTION 4 – LONGEVITY PAY

- 4.01 INTENTIONALLY LEFT BLANK.

SECTION 5 – EFFECTIVE DATE OF PAY ADJUSTMENTS

- 5.01 The effective date of a pay (performance or longevity) increase shall be the beginning of the pay period following the anniversary date of change. This shall not alter the original anniversary date.

SECTION 6 – DIRECT DEPOSIT

- 6.01 All employees are required to receive their paychecks through the City's direct deposit provider. Authorization for direct deposit must be made by each individual employee, with the participating financial institution of his or her choosing, in the manner required by the City's existing direct deposit provider.

SECTION 7 – IRS SECTION 125 PLAN

- 7.01 The City's current IRS Section 125 Plan shall continue in effect as long as the IRS allows the program and it is administratively feasible for the City.

SECTION 8 – OVERTIME PAY

- 8.01 Except as otherwise provided in this Article, overtime shall be compensated at the rate of one and one-half hours for each hour of work over an employee's regular scheduled hours per shift in a work period, for 5/8, 4/10, 3/12 or 9/80 work schedules; or for alternative schedules mutually agreeable to the City and the Association.
- 8.02 Notwithstanding the fact that designated positions have been declared by the City to be exempt from the overtime provisions of the Fair Labor Standards Act, the City agrees to pay said positions for overtime hours at the rate established for other positions in the bargaining units.

SECTION 9 – SHIFT DIFFERENTIAL PAY

- 9.01 An employee regularly scheduled and assigned to work between 6:00 p.m. and 6:00 a.m. will be paid a shift differential of an additional \$1.00 per hour to be added to their current hourly rate of pay to be added for all hours worked during that period.
- 9.02 Shift Differential Pay shall be included in an employee's regular rate for the purposes of the calculation of overtime rates. Shift differential at the overtime rate of time and one-half is \$1.50 per hour.

SECTION 10 – COMPENSATORY TIME-OFF

- 10.01 Employees may receive compensatory time-off (CTO) in lieu of overtime pay at the option of the employee. Said CTO shall accrue at a rate of one and one-half hours for each hour of employment for which overtime is required to a maximum amount not to exceed 80 hours of compensatory time. CTO or overtime pay shall be at the discretion of the supervisor, when the overtime is voluntary, in another work unit. An employee desiring to use accrued CTO must first obtain department director approval prior to taking time off. Such approval shall not be unreasonably withheld.

All accumulated CTO shall be paid to the employee in their paycheck at their current hourly

rate of pay.

SECTION 11 – CALL-BACK COMPENSATION

- 11.01 When an employee is called back to work after he or she has completed a regular shift and has left the premises of the City, he or she shall be paid a minimum of two hours compensation at the overtime rate.

SECTION 12 – BILINGUAL BONUS PAY

- 12.01 Up to 12 full-time employees certified bilingual in Spanish, Japanese, Chinese, Korean, Arabic, Vietnamese or American Sign Language are eligible to receive Bilingual Pay in the amount of \$125 per month. The City Manager or his/her designee, and the affected Department Director shall designate those positions or assignments in which bilingual skill is desired. Such designations will be annually reviewed, and may be modified at the discretion of the City, to ensure effective service to the public. An employee receiving Bilingual Pay in an assignment that loses the Bilingual Pay designation will be notified of the change and of the loss of Bilingual Pay four pay periods in advance of the change. The designation of positions as eligible or ineligible for the receipt of Bilingual Pay, or the loss of Bilingual Pay, shall not be subject to the grievance procedure.

SECTION 13 – ACTING STATUS PAY

- 13.01 When an employee is temporarily absent from their assigned duties because of illness or other reasons, or there is a need for additional personnel in a specific class, the department director may, with the approval of the City Manager, recommend an employee in a lower class be assigned the higher class. An individual so assigned to a higher class shall become eligible for the appropriate salary as determined in accordance with Sec. 2-3.507 of the Redondo Beach Municipal Code. The increase in salary shall become effective on the sixth working day after the employee of the lower class has assumed the higher class. The five working-day waiting period may be compiled non-consecutively and shall be for the substitute employee to become familiar with the duties and current projects of the position the employee is temporarily filling.
- 13.02 Upon the determination of the department director, the employee having temporarily assumed the higher class shall be returned to the regular class and appropriate salary range.

SECTION 14 – SICK LEAVE UTILIZATION BONUS PAY

- 14.01 On or before August 7, each employee who has not used any sick leave during the preceding fiscal year, defined as July 1 through June 30, shall receive either \$225 or 12 hours off with pay, at the option of the employee. On or before August 7, each employee who has used not more than one work day of sick leave during the preceding fiscal year shall receive either \$112.50 or six hours off with pay, at the option of the employee.
- 14.02 An employee's use of Family Sick Leave as provided in Article VII., Section 3, will not be considered in the calculation of the Sick Leave Utilization Bonus Pay.
- 14.03 For the purposes of this section, the phrase "one work day" as used in 14.01, above, is defined as the number of hours for which an employee is regularly scheduled to work on

one shift during the final pay period of the fiscal year.

- 14.04 The decision by an employee to receive either the cash bonus or the paid time off under this section must be received by the City on or before July 15 of each year. Such decision shall be irrevocable. An employee eligible for this benefit who fails to notify the City of his or her decision will be considered to have chosen to receive the cash bonus.
- 14.05 Paid time off granted under this section shall be used during the fiscal year in which it is granted. Paid time off granted under this section that is not used during the fiscal year in which it was granted shall, regardless of the reason for the non-use, be converted to the cash bonus option described in 14.01, above, on or before August 7 of the following fiscal year.
- 14.06 An employee may use sick leave as bereavement leave or donate leave under the catastrophic leave policy and such time shall not be considered as "sick leave use" for the purpose of determining eligibility for the bonus provided for in this Section. Only those employees who are on the payroll as of the beginning of the first payroll period in July following the fiscal year in which they qualify for the bonus, shall be eligible to receive the bonus for the preceding fiscal year. Employees who retire on or after July 1, and who qualify for the bonus, shall have this bonus included in their final paycheck.

SECTION 15 – REDUCED HOURS WORK PLAN

- 15.01 Full-time employees may request, and with the agreement of the respective department head, to reduce the number of hours worked in a work period seven consecutive, regularly recurring, 24 hour periods equal to 168 hours set by the City Manager by the amount of two, four or eight hours. Employees who opt for such a reduced hours work plan shall maintain the various full-time benefits of health insurance, dental insurance, psychological health insurance, and term life and AD&D insurances. Sick leave and vacation accruals and holidays shall be prorated based upon the number of hours worked.
- 15.02 All requests for a reduced hours work plan must be approved by the department head and the City Manager or his/her designee, and shall be for a minimum period of three months.

SECTION 16 – CERTIFICATION PAY

- 16.01 Employees assigned to the duties of a Senior Deputy City Clerk shall receive certification pay equal to 5% of base salary.

Employees assigned to the duties of Deputy City Clerk shall receive certification pay equal to 2.5% of base salary.
- 16.02 An employee in the class of Emergency Services Dispatcher who is certified as an "Emergency Medical Dispatcher" shall receive a flat-rate amount of \$100 per person per pay period.

SECTION 17 – STANDBY BONUS PAY

- 17.01 Employees designated by the City Manager or his/her designee on the recommendation of a department head may be assigned to standby duty and receive Standby Bonus Pay. Those employees assigned to standby duty shall wear a pager or mobile phone provided

by the City and shall report for work fit for duty within one hour of being called. Those employees assigned to standby duty who meet the requirements specified above in this Section shall be paid bonus pay in the amount of \$100.00 per week. Effective December 27, 2014, those employees assigned to standby duty who meet the requirements specified above in this Section shall be paid bonus pay in the amount of \$150.00 per week.

SECTION 18 – COURT TIME PAY

- 18.01 At court proceedings and official hearings or on-call subpoenas, the employee shall be paid a minimum of two hours pay at the overtime rate for work performed outside his or her regular work shift.

SECTION 19 – PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 19.01 Employees shall be eligible, upon request, to receive up to a maximum of \$1,500.00 per fiscal year for tuition reimbursement, up to a maximum of \$15,000 total for all employees covered by this MOU, for the reimbursement of professional development expenses. Reimbursement is available for courses that are job-related including training, exams, or fees required to obtain job-related licenses and certificates, membership dues for job-related professional organizations. Employees are allowed up to \$500 of the maximum \$1,500 benefit (per employee), to use towards fitness and/or health programs (i.e., gym membership, stop smoking programs, weight loss programs, etc.). Requests for reimbursement must be approved in advance by the Department Head and the City Manager, or his/her designee for payment.

Employees shall not be paid salary for attending such courses, training, or exams. This applies only to courses, which are job-related or required for a job-related degree. Employees shall not be paid salary for attending such courses. This provision is separate from training required by the City. If the City requires training of an employee, they will be paid their normal salary on a work day, or overtime if on a day other than their normal scheduled shift, subject to other applicable overtime criteria.

SECTION 20 – SPECIAL ASSIGNMENT PAY

- 20.01 Emergency Services Dispatch and Community Services Officer II Trainer

An employee in the classes of Emergency Services Dispatcher or Community Services Officer II may be assigned at the sole discretion of the Chief of Police and the City Manager or his/her designee to train another employee. While assigned a trainee and while actively engaged in training, the Trainer shall receive bonus pay in the amount of \$138.46 per pay period.

Trainers performing related Trainer tasks may be eligible to receive Special Assignment Pay upon prior approval of the Chief of Police and the City Manager or his/her designee.

When a trainer is no longer actively engaged as a trainer as provided in this Section, he or she will no longer receive Trainer Pay. The loss of Trainer Pay, or the decision by the Chief to not assign an individual to train another employee, shall not be subject to the grievance procedure.

- 20.02 Court Liaison Officer

The City agrees to pay a bonus of \$500.00 per year, exclusive of all other bonuses, to one employee designated as Court Liaison Officer by the Chief of Police and the City Manager or his/her designee.

20.03 Police Identification Technician

The City agrees to pay a bonus of \$150 per month, exclusive of all other bonuses, to one employee appointed to the position of Police Identification Technician provided that said employee possesses an International Association for Identification (IAI) Certificate.

SECTION 21 – DIVE BONUS PAY

21.01 A flat rate bonus of \$75.00 per person per dive will be paid to Building Inspectors in the unit who are certified SCUBA divers.

21.02 One dive is generally defined as work performed during the use of one tank of oxygen, and includes the preliminary equipment checks, etc., and the necessary activities after a dive. An employee performing two dives in one day, for example, will receive Dive Pay in the amount of \$150.00. Dive Pay is in addition to an employee's regular salary.

21.03 All diving by employees pre-designated in 21.01, above, is voluntary and the City may not mandate those employees to dive under any circumstances.

ARTICLE IV. RETIREMENT BENEFITS

SECTION 1 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) PLANS

1.01 Employees who are first employed by the City in a position in the miscellaneous membership classification on or before June 29, 2012 are eligible to participate in Tier I Miscellaneous Member benefits. Employees who are first employed by the City in a position in the miscellaneous membership classification on or after June 30, 2012 (or the last day prior to implementation of the second tier if after June 30, 2012) are eligible to participate in Tier II miscellaneous member benefits. Employees who are first employed by the City in a position in the Miscellaneous classification on or after January 1, 2013, and who are "new members" as defined in the Public Employee Pension Reform Act of 2013 ("PEPRA") are eligible to participate in Tier III Miscellaneous member benefits.

1.02 During the term of this agreement, for employees receiving benefits under the Tier I Miscellaneous Member plan, the City shall pay into the employees' account the employee share of the contribution to the Public Employees Retirement System (CalPERS) in the amount of 7% of reportable salary for miscellaneous classes.

1.03 Employees receiving benefits under the Tier II Miscellaneous Member plan are responsible for paying the 7% employee contribution required by CalPERS.

1.04 Tier I Miscellaneous Member Benefits

The City shall provide the following terms and optional benefits to employees participating in the Tier I Miscellaneous Member benefit plan:

- A. 2% at 55 (Section 21354 of the Government Code).
- B. One-Year Final Compensation (Section 20042 of the Government Code).
- C. Military Service Credited as Public Service (Section 21024 of the Government Code).
- D. Credit for Unused Sick Leave (Section 20965 of the Government Code).
- E. Employer Paid Member Contribution (EPMC) (Section 20692 of the Government Code).
- F. Post-Retirement Survivor Allowance (Sections 21624 and 21626 of the Government Code).
- G. Pre-Retirement Optional Settlement 2 Death Benefit (Government Code Section 21548).

The benefits provided in this Section 1.03 shall only be available to employees participating in the Tier I Miscellaneous Member benefit plan and shall not be available under the Tier II Miscellaneous member benefit plan.

1.05 Tier I Miscellaneous Member Cost-Sharing

Pursuant to Government Code Section 20516, subsection (f), employees receiving benefits as Tier I Miscellaneous Members shall pay a portion of the employer contribution associated with providing enhanced or optional benefits associated with this plan. The portion of the employer contribution that will be paid for by employees shall be equal to 5.08% of reportable compensation. This amount is equal to 4% of employee compensation under the Pay Plan in Exhibit A.

In the event it is determined that this cost-sharing provision does not comply with the requirements of the Public Employees' Retirement Law, the parties agree to meet and confer on alternative ways to achieve an equivalent cost-savings intended by this provision. If after meeting and conferring, the parties do not agree to an alternative, the employees' compensation shall be reduced four percent, and the parties shall continue to meet and confer on alternatives that will allow the City to achieve the cost-savings intended by this provision.

1.06 Tier II Miscellaneous Member Benefits

The following terms and optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan:

- A. 2% at 60 benefit formula.
- B. Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548).

Except as expressly provided in this Section 1.04, no other CalPERS optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan.

In the event it is determined that this cost-sharing provision does not comply with the requirements of the Public Employees' Retirement Law, the parties agree to meet and confer on alternative ways to achieve an equivalent cost-savings intended by this provision. If after meeting and conferring, the parties do not agree to an alternative, the employees' compensation shall be reduced four percent, and the parties shall continue to meet and confer on alternatives that will allow the City to achieve the cost-savings intended by this provision.

1.07 Tier III Miscellaneous Member Benefits

The City shall provide the two percent at 62 retirement formula to all employees participating in Tier III Miscellaneous Member benefit plan. Those employees shall pay to PERS by payroll deduction 50% of the normal cost of the 2% at age 62 benefit as determined by PERS. The employee's pension benefit will be determined on the basis of the employee's highest consecutive 36 months of employment.

In addition, the following shall be available to employees participating in the Tier III Miscellaneous Member benefit plan: Pre-Retirement Optional Settlement 2 Death Benefit (section 21548.)

Except as expressly provided in this section 1.07, no other CalPERS optional benefits shall be available to employees participating in the Tier III Miscellaneous Member benefit plan.

1.08 No employee shall be entitled to use accrued sick leave or any other sick leave entitlement to defer the effective date of a disability retirement. This provision shall be construed as a local rule and regulation within the meaning of Section 21163 of the Government Code as it now exists or may hereafter be amended.

1.09 For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the Government Code), the following formulas shall apply:

The formula for all employees initially hired prior to December 14, 1981, shall be total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

The formula for all employees initially hired on or after December 14, 1981, shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

SECTION 2 – RETIREE MEDICAL INSURANCE BENEFITS

2.01 Tier I Retirees - Retirees Hired Before July 1, 2011 and Not Medicare-Age Eligible

For each retiree hired before July 1, 2011 ("Tier I Retiree"), the City shall make an "unequal" contribution of \$1 per month directly to CalPERS. The City's mandated contribution for each annuitant shall be increased annually to an amount equal to the number of years that the City has been enrolled with PEHMCA multiplied by 5% of the current Employer Minimum Contribution for

Employees until the contribution for retirees equals the contribution paid for employees, in compliance with Government Code section 22892(c). This amount is referred to as the “Employer Minimum Contribution for Retirees.” In combination with this unequal contribution, the City will also pay the Tier I Retiree the difference between the Employer Minimum Contribution for Retirees and the single retiree medical premium rate for a medical insurance plan in which the retiree is enrolled (“Tier I Retiree Differential Payment”) from among those plans provided by the City. The Tier I Retiree Differential Payment shall only be provided to a Tier I Retiree who meets all of the following criteria:

- A. Eligible employees must have a minimum of five years full-time service with the City of Redondo Beach, and
- B. Must retire with CalPERS, except for good cause, and begin drawing pension benefits within 120 days of their separation from service with the City, and
- C. Must have completed a minimum of 20 years of full-time or part-time verifiable service in a public agency at the time of their separation from the City.

When a Tier I Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare supplemental plans the Tier I Retiree will not be entitled to the Tier I Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier I retiree including but not limited to dental insurance, life insurance, and dependent medical insurance shall be paid entirely by the Tier I retiree selecting any such options. When the Tier I Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or the Tier I Retiree Differential Payment.

Employees hired on or after July 1, 2011, are not eligible to receive benefits under this Section.

2.02 Tier II Retirees – Retirees Hired On or After July 1, 2011 and Not Medicare-Age Eligible

Employees hired on or after July 1, 2011 (Tier II Retirees) shall be eligible to receive a contribution towards the premium costs of health insurance during retirement under the terms of this Section. The contribution provided shall be determined by the Tier II Retiree’s years of continuous service with the City, as follows:

The Employer Minimum Contribution for Retirees; plus the differential payment applicable to the Tier II Retiree as follows (collectively, “Tier II Retiree Differential Payment”):

For retirees who retire with 10 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 25% of the Tier I Retiree Differential Payment as outlined in Section 2.01;

For retirees who retire with 15 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 50% of the Tier I Retiree Differential Payment as outlined in Section 2.01;

For retirees who retire with 20 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 75% of the Tier I Retiree Differential Payment as outlined in Section 2.01;

For retirees who retire with 25 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 100% of the Tier I Retiree Differential Payment as outlined in Section 2.01;

When a Tier II Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier II Retiree will not be entitled to any Tier II Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier II Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier II Retiree selecting any such option. When the Tier II Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or any Tier II Retiree Differential Payment

The benefits provided under this Section 2.02 shall only be provided to Tier II Retirees who meet all of the following criteria:

1. Has separated from City employment and, has retired with CalPERS within 120 days of separation (either through a service retirement or a disability retirement);
2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City.
3. Individuals receiving benefits must ensure continuity of coverage through City insurance plans, except for good cause. Termination by the individual of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution above the minimum amount required by law, under this section.

2.03 Retirees That Are Medicare-Age Eligible

Beginning with the transition to the PERS Health program in 2017, and for retirees that are eligible to enroll in the Federal Medicare program or any Medicare supplemental programs ("Medicare-Eligible Retirees"), the City shall make the Employer Minimum Contribution for Retirees. The City's obligation to make "mandatory contributions" on behalf of Medicare-Eligible Retirees shall be limited to the minimum contribution required by law, and only for so long as City contracts with CalPERS for medical insurance.

The premium cost for any additional insurance coverage selected by the Medicare-Eligible Retirees, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Medicare-Eligible Retiree selecting any such option. When the Medicare-Eligible Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees.

ARTICLE V. INSURANCE BENEFITS

SECTION 1 – MEDICAL INSURANCE

1.01 The City shall contract with the California Public Employees' Retirement System (PERS) for medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is

defined as 1) an enrolled employee and eligible dependents, 2) an enrolled retiree and eligible dependents or 3) a surviving annuitant. The PEMHCA statutory minimum for 2017 is \$128 per month, and changes each year in accordance with Government Code section 22892(b) ("Employer Minimum Contribution For Employee"). Eligible new hires will be covered under this program on the first day of the month following enrollment.

1.02 In addition, the City shall implement a flexible spending cafeteria plan ("Cafeteria Plan") in accordance with Internal Revenue Code Section 125 for all active employees. The following health care benefits shall be offered through the Cafeteria Plan: medical, dental (with orthodontia), and vision insurance. Employees participating in the Cafeteria Plan shall receive a monthly flexible spending allowance ("Monthly Allowance") to purchase benefits offered under the Cafeteria Plan. The Monthly Allowances shall be awarded to employees who enroll in the PERS health plan as follows:

Table A

<u>Effective January 1, 2021</u>	<u>Monthly Allowance</u>
Employee Only	\$1,000
Employee +1	\$1,350
Employee +2 or more	\$1,650

<u>Effective January 1, 2022</u>	<u>Monthly Allowance</u>
Employee Only	\$1,200
Employee +1	\$1,500
Employee +2 or more	\$1,850

Each participating employee shall pay the Employer Minimum Contribution for Employee and the employee's remaining portion of the premium ("Employee Contribution") from the Employee's Monthly Allowance. The Employer Minimum Contribution for Employee and the Employee Contribution together comprise the "Total Mandatory Medical Contribution." After the Total Mandatory Medical Contribution has been made, the employee has the option (a) to waive the other benefits and have the excess Monthly Allowance converted to taxable income or (b) to purchase the other supplementary products. If premiums and/or costs for the selected benefits exceed the Monthly Allowance, the balance will be paid by the employee through an automatic pre-tax payroll deduction, as permitted under Internal Revenue Code Section 125. Although the Employer Minimum Contribution for Employee may increase as a matter of law, the Total Monthly Allowance will not increase, absent mutual agreement.

1.03 As an added benefit, the City shall pay the cost of life insurance (\$50,000 benefit, \$1,500 per qualified dependent), accidental death and dismemberment insurance (\$50,000 benefit) and employee assistance plan premiums for each employee.

1.04 If medical premiums increase by 12% or more in any year during the term of this MOU, the City agrees to meet and confer with the Association, at the Association's request, regarding maximum dollar amounts the City shall pay for medical insurance.

SECTION 2 – OPT OUT

2.01 Effective the first full pay period of January 2021, employees may elect not to select PERS medical insurance and receive 50% of the employee's medical coverage premium for the level of

coverage for which they are eligible (Employee, Employee +1 or Family), up to a maximum of \$1,210 per month. For new employees hired after December 31, 2020, the maximum “opt-out” cash back available will be \$900 per month.” In no event shall the amount of the 50% cash back exceed the City’s maximum contribution to the employee listed in Table A of Article V, Insurance Benefits, Section 1.02. Employees may only opt out of insurance benefits and receive the 50% benefit if they provide proof of alternative insurance coverage under a qualified group health plan. Employees opting out of medical coverage may purchase other items in the cafeteria plan, or convert their “opt out” amount to taxable income. The opt-out option will not be provided and shall not be used for the purpose of purchasing either an individual health plan or insurance on the exchange. Such alternative insurance must provide minimum essential health coverage pursuant to the U.S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee’s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City’s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

2.02 Employees subsequently wishing to re-enroll in the PERS Health plan may do so only during the “open enrollment period”, unless there is a qualifying event. A qualifying event shall be defined as set forth in the PERS Medical Plan

ARTICLE VI. SICK LEAVE BENEFITS

SECTION 1 – SICK LEAVE POLICY

- 1.01 The legitimate use of sick leave by the employee shall be considered a form of insurance intended to provide income continuation during periods of non-occupational illness, injury, maternity, medical or dental appointments, or illness within the family, and a supplement to temporary disability benefits during periods of occupational illness or injury and for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).
- 1.02 The department director or the City Manager or his/her designee may require sick leave verification without prior written notice at any time during a sick leave absence.
- 1.03 An employee shall not be entitled to sick leave while absent from duty on account of illness or injury incurred while self-employed or in the employ of an employer other than the City.
- 1.04 Employees will not be treated unfairly for the legitimate use of sick leave.

SECTION 2 – SICK LEAVE PLAN FOR EMPLOYEES HIRED PRIOR TO DECEMBER 14, 1981

- 2.01 Employees with an initial employment date on or after July 1, 1977, and prior to December 14, 1981, shall be allocated a maximum of 2,080 hours of sick leave with full pay less any sick leave hours used between July 1, 1989, and January 1, 1991. Said maximum allocation of sick leave hours if used may be restored upon returning to full duty for a period of 13 consecutive weeks pursuant to Redondo Beach Municipal Code Section 2-3.514(d)(2).

- 2.02 Sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury. One-third (1/3) day of sick leave shall be subtracted from an employee's accumulated sick leave for every day of temporary disability.
- 2.03 The sick leave plan set forth in this Section shall supersede and make null and void all provisions of the Redondo Beach Municipal Code, Section 2-3.514(d) related to limits of sick leave with pay.

SECTION 3 – SICK LEAVE PLAN FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 14, 1981

- 3.01 Effective July 8, 2006, employees covered under this section, and those hired on or after December 14, 1981, shall accrue 108 hours of sick leave per year, to a maximum of 2,080 hours.
- 3.02 Employees who accrue sick leave pursuant to this Section who suffer a serious non-work related injury or illness may utilize a long term disability sick leave bank of 2,080 non-replenishing leave hours that shall be available for use following a 30 calendar day qualifying period. During the qualifying period, said employee may use accrued sick leave, vacation leave, holiday leave, or any other paid leave to provide salary continuation. Any long term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.
- 3.03 The sick leave accrual set forth in this Section for those employees hired on or after December 14, 1981, shall supersede and render null-and-void all provisions of the Redondo Beach Municipal Code, Section 2-3.514(d), related to limits of sick leave with pay.
- 3.04 Accrued sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury. One-third (1/3) day of sick leave shall be subtracted from an employee's accrued sick leave for every day of temporary disability.

ARTICLE VII. HOLIDAY, VACATION, AND OTHER LEAVE BENEFITS

SECTION 1 – HOLIDAY LEAVE

- 1.01 The following 12 dates shall be recognized as holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, The Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. Except for employees described in section 1.05 of this Article, employees may only use their paid or unpaid holiday leave on these holidays.
- 1.02 If a holiday falls upon a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday.
- 1.03 Effective July 1, 2013, for Fiscal Year 2013-14 and continuing each fiscal year thereafter,

all holiday hours shall be paid. Except for those employees described in section 1.04, below, all accrued, unused holiday leave hours shall expire on June 30 of each fiscal year.

1.04 Employees assigned to Community Service Officer II, Community Service Officer III, Administrative Specialist (Payroll), Administrative Coordinator (Detective Unit), Crime Analysis Unit, Administrative Coordinator (Information Services/Computer Technology), Office Specialist III (Police Department), Traffic Sr. Clerk (Traffic Unit), Administrative Specialist (Detective Unit), Police ID Technician (Crime Scene Unit), Emergency Services Dispatcher, Lead Police Services Specialist, Emergency Services Dispatcher Trainee, or Police Services Specialist, shall receive 108 hours of paid holiday leave in Fiscal Year 2013-14 and in each fiscal year thereafter.

- A. Earned Holiday Leave may be taken in quarter-hour (1/4) increments, and will be granted in accordance with department or division policy.
- B. Upon request of the employee, earned, unused paid Holiday Leave may be "cashed-out" at any time during the calendar year in which such leave time is earned. The payment will appear in the employee's paycheck at the current value of their regular rate of pay.
- C. During January of each year, unused paid holidays earned during the previous calendar year shall be automatically paid at the current value of their regular rate of pay.

1.05 At the discretion of the department head or the City Manager or his/her designee, employees in newly created classifications may be assigned holiday leave under section 1.04, in lieu of holiday leave under section 1.03, but such assignment may be revoked at any time at the sole discretion of the department head or City Manager or his/her designee. In the event of such revocation, the employee will be assigned holiday leave under section 1.03 on a pro rata basis.

1.06 Additional December Holidays

- A. Except for those employees listed in subsection (B), below, December 22, 27 and 28, 2021, December 22, 27 and 28, 2022 and December 22, 27, and 28, 2023 (hereinafter referred to as the "Additional December Holidays") shall be additional paid holidays. If an employee that is not listed in subsection (B) below is required to work by their Department Head on any day of the Additional December Holidays, they will have the opportunity to utilize "floating holiday hours" until the end of the final pay period in the 2022, 2023 or 2024 respective Fiscal Year. If the "floating holiday hours" are not used by the end of the final pay period in the 2021 Fiscal Year, the holiday hours will be paid at the current value of their regular rate of pay. The parties understand that the Agreement will expire at the end of Calendar Year 2023, but employees will have until the end of the respective fiscal years after the hours were accrued (June 30, 2022, June 30, 2023 and June 30, 2024 to use or be paid any unused "floating holiday hours."
- B. Employees assigned to Community Service Officer II, Community Service Officer III, Administrative Specialist (Payroll), Administrative Coordinator (Detective Unit), Crime Analyst Unit, Administrative Coordinator (Information Services/Computer Technology), Office Specialist III (Police Department), Traffic Sr. Clerk (Traffic

Unit), Administrative Specialist (Detective Unit), Police ID Technician (Crime Scene Unit), Emergency Services Dispatcher, Lead Police Services Specialist, Emergency Services Dispatcher Trainee, or Police Services Specialist, shall receive an Additional December Holidays Bank of 27 hours. Additional December Holidays Bank hours may be taken in quarter-hour (1/4) increments, and will be granted in accordance with department or division policy, but may not be used when doing so creates the need for overtime as determined at the sole discretion of the head of the Department. Any Additional December Holidays Bank hours which are unused as of the end of the final pay period in the 2021 Fiscal Year, will be paid at the current value of their regular rate of pay. The parties understand that the Agreement will expire at the end of Calendar Year 2020, but employees will have until the end of the 2021 Fiscal Year to use or be paid any unused Additional December Holidays Bank hours.

SECTION 2 – VACATION LEAVE

- 2.01 It is the City's policy to encourage employees to take vacation leave. Except in cases of emergency or for other proper cause, requests for vacation leave shall be approved.
- 2.02 Except as otherwise provided in this section, employees shall accrue vacation leave as follows:

Completed Years of Service	Annual Accrual	Accrual Limit
1 through 5	88 hours	176 hours
6 through 14	120 hours	240 hours
15 or more	160 hours	320 hours

- 2.03 It is the City's policy that vacation shall be taken annually. Vacation leave shall not be accrued in excess of the Accrual Limit indicated above.
- 2.04 The City Manager may authorize an employee to accrue vacation in excess of the allowed maximum amount if the employee has planned an approved extended vacation during the next fiscal year, or if departmental responsibilities preclude the employee from taking a vacation; and the employee requests such authorization in writing. The City Manager's response shall also be in writing.
- 2.05 Upon written request, employees may cash out twice per fiscal year a total of 60 hours of vacation leave. The payment will appear in the employee's paycheck at the current value of their regular rate of pay.
- 2.06 At the discretion of the City Manager, employees who are hired from another public agency may be considered a lateral transfer and be credited with time served in a public agency for accrued vacation leave time.

SECTION 3 – FAMILY SICK LEAVE

- 3.01 The City agrees to allow employees to pre-designate and substitute other family members for those persons defined as immediate family. The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase paid

leave opportunities; but, rather, to recognize diversity in family relationships (e.g. substitute stepmother for mother).

- 3.02 Immediate family shall mean father, mother, father-in-law, mother-in-law, step-father, step-mother, brother, sister, grandparent, grandchild, spouse, domestic partner, child, step-child or legal dependent.
- 3.03 An employee who accrues sick leave pursuant to Article VI, Section 2 may use up to 108 hours of his or her sick leave bank per fiscal year for family sick leave as defined by state law. An employee who accrues sick leave pursuant to Article VI, Section 3, may use up to 108 hours of his or her sick leave bank leave or leave from the long-term disability bank per fiscal year. The leave benefit provided in this section shall supersede and make null and void the Emergency Family Sick Leave benefit described in Section 2-3.515 of the Redondo Beach Municipal Code.

SECTION 4 – FAMILY MEDICAL LEAVE ACT (FMLA)

- 4.01 As required by State and Federal law, the City will provide family and medical care leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor Regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code § 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.
- 4.02 Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous 12-month period to determine how much leave has been used to determine entitlement to family leave.

- 4.03 While on leave, employees must use accrued benefit time, such as vacation or in the case of the employee's own serious health condition, sick leave. Employees are not allowed to use compensatory overtime ("CTO") in accordance with leave regulations.

SECTION 5 – DONATION OF LEAVE POLICY

- 5.01 The Donation of Leave Policy is designed to assist an employee who has exhausted paid leave due to a serious or catastrophic illness, injury or other condition either to the employee or to a member of his or her immediate family. This policy allows other employees to donate accrued leave so that he or she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness, injury or condition.
- 5.02 Upon request of an employee and upon approval of the department head and the Human Resources Department, accrued leave (vacation and sick time) may be transferred from

one or more employees (donors) to another employee (recipient). The recipient may participate in the program under the five following conditions:

- A. The recipient is a regular, full-time employee;
- B. The recipient, or his or her family member, has sustained a life threatening or debilitating illness, injury or condition. The Department Head and/or the City Manager or his/her designee may require that the condition be confirmed by a doctor's report;
- C. The recipient has exhausted all paid leave; or, in the case of illness of or injury to a recipient's immediate family member, all allowed leave;
- D. The recipient must be prevented from returning to work for at least 30 days and have applied for a leave of absence without pay for medical reasons. This condition does not apply when the illness or injury involves a member of the recipient's immediate family, rather than the recipient;
- E. The request for participation in the program shall be made on an Application for Donation of Leave Program form.

5.03 The following rules apply when donations of time occur:

- A. Vacation and sick time may be transferred by regular employees;
- B. The time will be converted from the type of leave given to sick leave or family care leave, whichever is appropriate, and credited to the recipient's leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee;
- C. The donations must be a minimum of four hours and, thereafter, in whole hour increments;
- D. The total leave received by the employee shall normally not exceed three months; however, if approved by the department head and Human Resources, the total leave received may be up to a maximum of six months;
- E. Recipients of family care leave will be allowed to use all hours received, up to the limits of this policy (see D. above), even though such use exceeds the limits for family care leave found in the MOU;
- F. Donations approved shall be made on a Donation of Leave form signed by the donating employee. These donations are irrevocable under any conditions.

5.04 If an employee is denied participation in the program by the Department Head he or she may appeal this initial decision to the City Manager and/or his/her designee. The decision will be final.

SECTION 6 – LEAVE REQUESTS

6.01 All leaves shall be requested in writing and approved in writing in advance of the time

when it is taken. In bona fide emergencies, such approval shall be sought as practicable. Departments shall establish reasonable requirements to cover emergency requests for leave. No leave shall be paid unless the employee has accrued leave available as provided by this MOU and the department director has approved pay for the leave. In the event an employee requesting leave has no accrued leave available, the department director may approve leave without pay.

SECTION 7 – BEREAVEMENT LEAVE

- 7.01 Each employee shall receive 27 hours of bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's mother, father, grandparent, grandchild, mother-in-law, father-in-law, step-mother, step-father, child, step-child, spouse, registered domestic partner, legal dependent, sister or brother. An employee may request approval from Human Resources to use bereavement leave for the death of an individual not listed above.

ARTICLE VIII. ASSOCIATION

SECTION 1 – LEAVE

- 1.01 The Association shall have an aggregate total of 240 hours per fiscal year of leave with pay available to its members for purposes of attending seminars or conferences relevant to employee-employer relations, grievance representation and other Association business. Hours not used at the end of any fiscal year may not be used in the next fiscal year and are lost to the Association. The Association shall provide reasonable advance written notice to department director specifying the dates and hours of leave requested and the personnel involved. Such leave shall not be unreasonably denied. The leave described in this paragraph does not include the time granted to the Association representatives to meet and confer with City representatives on matters related to wages, hours and other terms and conditions of employment. Meet and confer time is compensated on a straight time basis to a maximum of eight hours per day, and 40 hours per week.
- 1.02 Notwithstanding Section 1.01 above the Association shall be granted up to four (one per quarter) unit meetings. Such meetings shall be for one hour from Noon to 1:00 p.m. Employees from non civic center locations will be granted normal driving time to and from their regular work site. The Association agrees to use the regular unpaid meal period to cover the time to the extent possible. Employees regularly scheduled to work during daytime may not take additional meal time on the day.

SECTION 2 – ASSOCIATION STEWARDS

- 2.01 The Association may select a reasonable number of stewards for this bargaining unit. The Association shall give to the City a list of the names of employees selected as stewards. This list shall be kept current by the Association. Stewards may spend an amount of time as provided for in Section 1 to properly and expeditiously investigate and process grievances. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as stewards.

SECTION 3 – BULLETIN BOARDS

- 3.01 The Association may purchase, install, and maintain, at the Association's expense, bulletin boards for the Association's sole use. Such bulletin boards shall be located in City facilities wherein Association members are assigned or generally congregate, but shall not be visible from any of the City's public counters.

SECTION 4 – DUES DEDUCTION

- 4.01 The City shall deduct from each paycheck and remit to the Association within the week following pay day, the Association dues which an employee authorizes in writing.

4.02 Association Dues Collection

The Financial Services Department shall deduct Association dues from all employees who have signed a written authorization. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have an Association dues deduction for that pay period.

4.03 Indemnification

The Association shall indemnify the City from all claims by bargaining unit members as a result of implementing and maintaining Association Dues Deductions.

4.04 Employee Information

Within thirty (30) days of each new hire in CEA, the City will notify CEA of the new hire, providing CEA with the employee's name, classification, job title, department in the City, work location, work email address, work phone number, and date of hire.

4.05 Union Security: Maintenance of Membership

Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Association dues during the first twenty (20) days of May by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the Association from which dues deductions are to be canceled. The Association will provide the City's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

4.05 New Employee Orientation

City will provide the Association with 10 calendar days advanced notice, or as soon as practicable, of all new employee orientations within the bargaining unit. The Association will select its representative to meet with the new employee and that meeting will be conducted after completion of the Human Resources orientation. When selecting its representative, the Association will make reasonable efforts to minimize disruption to the

department operational needs.

The Association will be provided up to 30 minutes to discuss, among other things, the rights and obligations created by the MOU, the role of the Association, and to answer any questions that the new employee may have.

SECTION 5 – PAYROLL DEDUCTIONS FOR BENEFIT PROGRAMS

- 5.01 The City will permit the utilization of the existing single payroll deduction system to enable Association members to contribute toward a maximum of five individual Association Benefit Programs.
- 5.02 The Association shall indemnify and hold the City harmless from any and all claims, demands, suits or any other action arising from these benefit programs.

SECTION 6 – REPRESENTATION

- 6.01 An employee who reasonably believes that discipline may result from a meeting with his or her supervisor may have an Association representative present at such meeting. Obtaining an Association representative by the employee shall not unreasonably delay such meeting.

SECTION 7 – LABOR-MANAGEMENT COMMITTEE

- 7.01 Representatives of the City and the Association shall meet on an as needed basis to consider any mutually agreed upon matters. Except as otherwise provided in this Section, consideration of these matters shall in no way constitute a waiver of any City or Association rights under federal law, state law, the Redondo Beach Municipal Code, or of the provisions of this MOU.
- 7.02 The intent of this Section is to provide the City and the Association with the opportunity to exchange information on mutually agreed upon matters, with no expressed or implied obligation on the part of the parties to reach agreement on any of these matters during the term of this MOU.

ARTICLE IX. GRIEVANCES

SECTION 1 – PROCEDURE

- 1.01 A grievance shall be defined as an allegation by an employee or the Association of a misinterpretation, misapplication or violation of a particular provision of this MOU.
- 1.02 Step One - Immediate Supervisor. Any employee with a grievance shall initiate the grievance procedure within 15 calendar days of the date of the incident, or when the employee should reasonably have been made aware of the grievance, by explaining the situation orally to his or her immediate supervisor. The employee waives the right to proceed with the grievance if he or she does not initiate the procedure within the 15 day period. The supervisor shall make a decision and present his or her decision, in writing, to the employee within five working days.
- 1.03 Step Two - Department Director. If the employee is not satisfied with the decision of his

or her immediate supervisor, he or she shall present the grievance, in writing, to his or her department director within five working days of the decision of the employee's immediate supervisor. The employee waives the right to proceed with the grievance if he or she does not act by the deadline. Within five working days, the department director, or the designee of the department director, shall present his or her decision, in writing, to the employee with copies to the City Manager or his/her designee.

- 1.04 Step Three - City Manager. If the employee is not satisfied with the decision of the Department Director, the employee may present the grievance, in writing, to the City Manager within seven calendar days of receipt of the Department Director's decision. The employee waives the right to proceed with the grievance if he or she does not act by this seven day deadline. If the grievant so requests following written submission of the grievance to the City Manager, the City Manager shall meet informally with the grievant and his or her representative in an effort to resolve the issue. Within 14 calendar days of receipt of the grievance or of an informal meeting held as provided in this section, whichever is sooner, the City Manager or his or her designee shall present a decision, in writing, to the employee.
- 1.05 Step Four – Mediation – Within seven working days of receipt of the City Manager's decision, if a grievance remains unresolved or is not resolved to the satisfaction of the Association, the City and Association shall engage the assistance of a mediator. Either the City or the Association shall request a mediator from the California State Mediation and Conciliation Service. The mediator must be approved by both City and Association before mediation begins.
- 1.06 Step Five – Arbitration - A grievance unresolved by mediation or not resolved to the satisfaction of the Association, may be submitted to final and binding arbitration by the Association submitting a letter within 14 days of the last mediation session to the City Manager or his/her designee requesting that the grievance be submitted to final and binding arbitration. The Association waives the right to proceed if the request is not submitted by this 14 day deadline. The grievance submitted to final and binding arbitration shall be limited to the grievance originally filed at the first step, except as amended by mutual agreement. Within 15 calendar days of receipt of the request for arbitration, the City's representative and the employee or his/her representative shall jointly request a nine (9) person list of available arbitrators from the California State Mediation and Conciliation Service. The parties shall determine by lot which party shall proceed first and through alternate striking of names, shall mutually select the remaining unstruck name as the arbitrator.
 - A. All of the costs of the arbitrator and court reporter if utilized, shall be shared equally by the City and Association. The parties agree that under no circumstance shall the affected employee(s) be responsible for paying any of the cost of arbitration.
 - B. The arbitrator may interpret the MOU, but shall have no power to alter, amend, change, add to, or subtract from any of the terms of the MOU, but shall determine only whether or not there has been a violation of the MOU and if so, what the remedy is. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The City and Association also agree that employee

suspension and discharge matters are governed by this final and binding arbitration procedure. Any arbitration with respect to the exercise of a right to suspend or discharge shall be limited to the question of whether or not there was just cause for suspension or discharge and if so, finding the most appropriate remedy. The arbitrator shall have no power to award emotional distress or punitive damages.

- C. If the City claims before the arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOU, the arbitrator shall proceed to decide such issue before a hearing of the case upon its merits. The arbitrator shall have the authority to determine whether or not to hear the case on its merits at the same hearing in which the jurisdictional questions are presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he or she shall refer the case to the City Manager without a decision or recommendation on the merits.
- D. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.
- E. All time limits specified in the procedure may be waived by mutual written agreement.

ARTICLE X. DISCIPLINE

SECTION 1 – DISCIPLINE PROVISIONS IN THE MOU THAT SUPERSEDE THE CIVIL SERVICE RULES AND REGULATIONS

The following provisions in this Section supersede and make null and void Section 1 and Section 7 of Rule XVI, "Discipline and Disciplinary Actions", of the Rules and Regulations for the Administration of the Civil Service System of the City of Redondo Beach incorporated herein by reference:

- 1.01 Any employee in the Classified Service may be suspended by the appointing authority, without pay, for up to 30 days; reduced in pay, not to exceed one step of base pay for a period not to exceed nine months in any 12 month period, demoted or discharged for cause.
- 1.02 Any back pay awards related to suspension, reduction in pay, demotion, or discharge shall include interest at the rate and calculable in the manner established for civil actions in the Code of Civil Procedures.

SECTION 2 – DISCIPLINARY PROCEDURE

Prior to the suspension, demotion or discharge of any permanent employee in the Classified Service for disciplinary purposes, the following procedures shall be followed:

- A. **Written Notice of Proposed Action:** Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include the proposed effective date of the discipline, a statement of the reason(s) for the proposed

action, and the charge(s) being considered.

- B. Employee Review: The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, the employee shall be supplied with a copy of the documents.
- C. Employee Response: Within five working days after the employee has had the review opportunity provided above, the employee shall notify the department head of his/her intention to respond, orally or in writing, or both, at the employee's option, to the Appointing Authority concerning the proposed action.
- D. Representation: In the pre-disciplinary procedure, the employee may be represented by counsel or by a representative of the recognized employee organization that represents the employee's class.
- E. Written Notice of Final Action: After consideration of the employee's response, or in the absence of a response, written notice of the final disciplinary action shall be given to the employee. Such notice shall include essentially the same information contained in the notice of proposed action, except that the employee's formal appeal rights shall be stated.

SECTION 3 – REVIEW OF WRITTEN REPRIMANDS

An employee may request review of a written reprimand by his or her supervisor within 15 calendar days of receipt of such reprimand. The supervisor will provide a written response within five working days. An employee dissatisfied with the response may request further review within five calendar days by his or her Department Head, who will provide a written response within five working days. Final review by the City Manager or his or her designee may be requested within five calendar days of receipt of the Department Head response.

A written reprimand shall not constitute disciplinary or corrective action as defined in the City's Civil Service Rules; nor shall this review process be interpreted in any way as an appeal process.

The City agrees to remove the written reprimands, upon the employee's written request, after four years from the last incident. An incident is defined as an action that results in a written reprimand or any form of disciplinary action, as defined in the City's Civil Service Rules.

ARTICLE XI. MANAGEMENT RIGHTS

SECTION 1 – EXCLUSIVE CITY RIGHTS AND AUTHORITY

1.01 The City retains all its exclusive rights and authority under federal law, state law, or the Redondo Beach Municipal Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

- A. The exclusive right to determine the mission of its constituent departments, commissions, boards;
- B. Set standards and levels of service;
- C. Determine the procedures and standards of selection of employment and

promotions;

- D. Direct its employees;
 - E. Establish and enforce dress and grooming standards;
 - F. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
 - G. Maintain the efficiency of government operations;
 - H. Determine the methods, means, and numbers and kinds of personnel by which government operations are to be conducted;
 - I. Determine the content and intent of job classifications;
 - J. Determine methods of financing;
 - K. Determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
 - L. Determine and/or change the facilities, methods, technology, means, organizational structure and size of composition of the work force and allocate and assign work by which the City operations are to be conducted;
 - M. Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions;
 - N. Assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
 - O. Establish and modify productivity and performance programs and standards;
 - P. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
 - Q. Take all necessary actions to carry out its mission in emergencies; and
 - R. Exercise complete control and discretion over its organization and the technology of performing its work.
- 1.02 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure herein and shall not supersede the City Personnel Rules and MOU's. Except in emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the execution of management rights impacts the wages, hours, or other terms and conditions of employment of bargaining unit employees, the City agrees to meet and confer with Association representatives regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in the MOU or in the Personnel Rules and salary resolutions. By agreeing to meet and

confer with the Association as to the impact of the exercise of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XII. LAYOFFS

SECTION 1 – PROCEDURE

- 1.01 The City Council or administrative authority may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than four weeks advance notice of separation and the reason therefore.
- 1.02 The criterion used in determining the order of separation shall be seniority. The criterion used in determining bumping rights shall be seniority which is defined as the time worked within one's current class, job family, or presently held position within the City. Classes and job families are set forth in Article II.
 - A. An employee whose position is abolished shall be entitled to bump into a position in the same class in which he or she currently holds and the position is filled with an employee with less seniority in that classification. In the event that an employee whose position is to be abolished cannot by virtue of seniority within his or her class bump another employee in that class, he or she shall bump in the next lower class within the job family in which the employee was working and held a permanent appointment immediately prior to the notification of layoff and where the employee has more total City seniority. After the City has personally notified the affected employee, if any, of his or her right to bump, he or she must notify the City Manager or his/her designee of his or her intent to exercise the bumping rights within 72 hours of that notification. If no response is received from the bumping employee within the above time period said bumping shall automatically occur. If an affected employee chooses not to exercise their bumping rights the City shall lay off the affected employee and place them on the re-employment list.

In the event that two or more employees involved in a bumping situation should possess the same amount of seniority as determined above within the affected class, then total City seniority shall determine which employee is to be bumped.
 - B. An employee who holds a permanent appointment in a single class job family shall only be entitled to bump back to the class on which he or she held a permanent appointment immediately prior to the position he or she now holds and the affected employee has more total City seniority. Said employee shall be entitled to only these bumping rights and no other bumping rights shall apply to said employee.
 - C. Employees from bargaining units other than the Non-Management Unit may only exercise bumping rights into the specific class which he or she last held on a permanent basis in the Non-Management Unit.
- 1.03 The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff re-employment list according to date separated and class held and shall be eligible for re-employment. By class, the last employee laid off shall be the first rehired, with other employees listed in sequential order thereafter. Each employee on a layoff re-employment list shall remain on that list for two years.

- 1.04 In the event that an employee on the re-hire list is offered a position in the class from which he or she was laid off and does not accept said position, then his or her name shall be removed from the re-employment list.
- 1.05 Employees hired from the re-employment list into a class lower than the class in which they have re-employment rights shall have their names maintained on the re-employment list for the higher class until said list expires. Employee's total City seniority shall be restored upon rehire.
- 1.05 The City agrees that in the event of layoffs to meet and confer with the Association at the Association's request regarding the effects of any layoffs of bargaining unit employees. The Association agrees that the City may implement any layoffs in accordance with Section 1.01 of this Article regardless of the status of negotiations on the effects of said layoffs.

ARTICLE XIII. SENIORITY SHIFT BIDDING

SECTION 1 – PROCEDURE

- 1.01 Except as otherwise provided in this MOU, seniority shift bidding procedure will be implemented in those departments where there are employees who work shifts. Following the determination by management of the shift schedule, employees, who have completed their probationary period, shall bid for shifts to be worked during the shift schedule on the basis of seniority by job class. Shift scheduling methods related to posting shall be conducted in accordance with departmental procedures. Probationary employees shall be assigned to shifts by departmental management.
- 1.02 The seniority shift bidding procedures will be operated under the following conditions:
- A. Ability of employees to perform the duties of the shift. The Association and City acknowledge that in some instances, an employee who is generally capable of performing the duties of their class may be unable to satisfactorily perform assignments within their class on a particular shift. Where the City can demonstrate such inability, the employee may be excluded from bidding for that particular shift. Nothing contained herein shall be construed as a method of circumventing the seniority bid procedure outlined above or the City class plan.
 - B. Employees in the classification of Community Service Officer III do not hold any shift bidding rights.
 - C. Ability for the City to deal with interpersonal problems. Should a problem arise between employees assigned to the same shift which the City feels is disruptive or detrimental to the performance of the operation of the department, and where the nature of the problem is such that the only solution may be to separate the affected employees, then said separation may occur. Any assignments made as a result of this clause shall be taken into account with regards to the intent of the seniority bid system.
 - D. Agreement to reopen this Memorandum of Understanding if special

problems emerge.

1.03 Shifts in the Communications Section shall be assigned in the following manner:

- A. Shifts will be identified by the City;
- B. The City will assign Emergency Services Dispatcher Trainees and their Trainers, and any probationary Emergency Services Dispatchers;
- C. Emergency Services Dispatchers may bid for shift assignments by seniority.

ARTICLE XIV. PERFORMANCE EVALUATION PROGRAM

SECTION 1 – NATURE AND PURPOSE

- 1.01 The City shall establish, and periodically review and modify as deemed appropriate, a performance evaluation system for Association employees in the City Service. A copy of all performance evaluations shall be forwarded to the Human Resources office.
- 1.02 An employee dissatisfied with his or her performance evaluation may, within 30 days of receipt of the evaluation, request review by the Human Resources Department. The request must outline the specific areas of concern and include any relevant documentation. A written response to the review will be provided within 30 days of the request.

This review process applies only to those members assigned to a department that does not have an existing review procedure. Thus, members of the Police Department may request review by the Police Department Performance Evaluation Review Committee; and such members of the Police Department shall not be entitled to review under this section.

SECTION 2 – WHEN RECEIVED

2.01 Performance evaluations are required at the following times:

- 1) Approximately three months into the probationary period.
- 2) Approximately six months into the probationary period.
- 3) Approximately nine months into the probationary period.
- 4) At the completion of the probationary period.
- 5) At the time of termination to serve as a matter of record of the exact status of the individual's performance.
- 6) When the employee's performance falls below acceptable standards.
- 7) Within six months when an employee's overall performance is rated below acceptable standards.

- 8) Annually, at the time of the employee's anniversary date.

SECTION 3 – PROBATIONARY PERIOD

- 3.01 The probationary period for employees appointed to classes in this Unit shall be 12 months.
- 3.02 To fully evaluate employees effectively, any employee absent from work for any reason, for more than 160 hours cumulatively during their probationary period shall have their probationary period extended for the number of hours that equals the total number of absences from work.

For example, an employee absent 161 hours during their probationary period, shall serve an additional 161 hours before successfully completing their probationary period.

ARTICLE XV. OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 – WORK SCHEDULE WHILE ON JURY DUTY

- 1.01 An evening, night shift, or 3/12 schedule employee called to jury duty shall have their work schedule changed to a 9/80 schedule for the duration of their jury duty. Employees shall be returned to their regular schedule upon their release from jury duty with a minimum of eight hours of rest within that 24 hour period. This temporary change in work schedule is established by the department head and is intended to insure employees have adequate rest between their work shift and jury duty assignment. The replacement schedule is not subject to the grievance procedure.

SECTION 2 – CITY LOAN PROGRAM FOR EMPLOYEE PURCHASE OF A PERSONAL COMPUTER

- 2.01 Employees wishing to purchase a computer system for personal use may be eligible to participate in the City's Loan Program for Employee Purchase of a Personal Computer, subject to the Program's qualifying criteria, policies, and procedures.

SECTION 3 – PART-TIME EMPLOYEES

- 3.01 In accordance with the City's part-time policy, a part-time employee is unclassified, unbenefited with regular working hours averaging 30 hours in a work week, not to exceed 1,600 hours in a fiscal year. Part-time employees shall receive sick leave as required by State law.

SECTION 4 – CONFIDENTIAL EMPLOYEES

- 4.01 The positions of Human Resources Technician and Office Specialist III in Human Resources, or their successor positions are designated as Confidential employees in accordance with the MMBA.

SECTION 5 – EMERGENCY SERVICES DISPATCHER TRAINEE

- 5.01 The City and the Association agree to establish the classification of Emergency Services

Dispatcher Trainee at a monthly salary 10% below the A step of Emergency Services Dispatcher.

- 5.02 An employee assigned to the class of Emergency Services Dispatcher Trainee shall successfully complete a training program of no longer than one year. It shall be within the sole discretion of the City to determine the length of the training period for each Trainee.
- 5.03 Upon successful completion of the training program, a Trainee will be appointed to the class of Emergency Services Dispatcher, at the "A" step of the salary range. Employees so appointed must serve a probationary period of one year, however, time in the class of Trainee will be considered to satisfy an equivalent portion of the probationary period.
- 5.04 In the event it is determined that further evaluation of a probationary Emergency Services Dispatcher is required, the City, at its sole discretion, may extend the probationary period by up to an additional six months.

SECTION 6 – CITY-ISSUED WEARING APPAREL

- 6.01 The City agrees to provide certain wearing apparel items to employees. The issued wearing apparel items, such as pants, skirts, shirts, blouses, belts, and rain gear shall be reissued to employees to replace items that have become worn or damaged beyond repair. The City Manager or his/her designee and the responsible department director shall designate those wearing apparel items to be issued to employees. Employees may request additional wearing apparel items by submitting their request in writing to their department head.

SECTION 7 – AMERICANS WITH DISABILITIES ACT (ADA)

- 7.01 Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the City and the Association agree that the provisions of this agreement may be disregarded in order for the City of Redondo Beach to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.
- 7.02 The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.
- 7.03 Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance arbitration procedure.

SECTION 8 – CITY ADMINISTRATIVE POLICIES AND PROCEDURES

- 8.01 The Association agrees employees are required to comply with the City's no smoking regulation dated July 1, 1986.

8.02 The Association agrees employees are required to comply with the provisions of Administrative Procedure 10.31 re: Drug-Free Workplace Act of 1988, attached hereto and made a part hereof.

8.03 The City agrees to modify the first sentence of Section III-C of Administrative Procedure 10.31, Drug-Free Workplace, as follows:

An employee convicted of being in violation of any federal or State criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace shall be subject to disciplinary action up to and including discharge.

SECTION 9 – CIVIL SERVICE RULES AND REGULATIONS

9.01 The City and the Association agree that the Rules and Regulations for the Administration of the Civil Service System of the City of Redondo Beach as set forth in Resolution No. 7345, a Resolution of the Mayor and Council of the City of Redondo Beach, California, amending the (MOU).

SECTION 10 – RECLASSIFICATION REQUESTS

10.01 The City agrees the Association may submit to the City Manager or his/her designee for consideration during the budget process, a reasonable number of reclassification requests for positions in the Non-Management Bargaining Unit. The City Manager or his/her designee shall have the exclusive right and authority to determine what constitutes a reasonable number of reclassification requests under this Section. The City Manager or his/her designee shall provide a written response to the Association regarding any such requests within 90 days.

SECTION 11 – SAFETY

11.01 Employees shall perform assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standards, safety orders, or safety rules and regulations. Employees shall report any unsafe practices, equipment, or hazardous conditions promptly to their immediate supervisor.

11.02 In the event, due to temporary non-emergency circumstances, that employees are unable to perform their regularly assigned duties because of hazardous conditions, the City will make every effort to assign employees to other duties rather than release employees from work without pay.

11.03 The City agrees that in a departmental investigation of an employee involved vehicle/equipment accident which may result in disciplinary action regarding the employee, the employee has a right to appropriate representation during the investigatory procedure.

11.04 Employees in the classes listed below may choose to receive hepatitis inoculations and confirmation testing, and annual TB testing at the City's expense. An eligible employee who begins the hepatitis inoculation series, but who is unable or unwilling to finish the

series, for any reason other than a documented medical reason, shall reimburse the City for all costs incurred in beginning the inoculation series. Eligible employees are those appointed to the following classes:

Community Services Officer I, II, and III
Lead Police Services Specialist
Municipal Services Officer
Police Identification Technician
Police Services Specialist

SECTION 12 – OUTSIDE EMPLOYMENT

- 12.01 An employee shall not be employed by employers other than the City, nor shall he or she contract with or accept consideration of value in return for services, nor shall he or she otherwise be self-employed, where such activity is inconsistent with, incompatible to, or in conflict with his or her duties with the City.
- 12.02 An employee seeking outside employment or performing outside work not prohibited must report such employment or work within seven calendar days from accepting such work, and annually thereafter, on a form provided by the City.
- 12.03 Employees shall receive a written response from the City to their request for approval of outside employment. The City shall respond to the employee's request for approval of outside employment within seven calendar days of such request. If the City needs more time to evaluate the employee's request for outside employment, the City shall inform the employee in writing of the reason for the need to extend the time for evaluation of his or her request and the time necessary for that evaluation.
- 12.04 Outside employment or work shall be prohibited if it would create an actual or likely conflict of interest, an appearance of impropriety, or if such outside employment could detract from or impair the reputation of the City. An employee who is denied outside employment under this section may appeal such denial through the grievance procedure.
- 12.05 Failure to report outside employment, or acceptance or continuation of outside employment prohibited by this section shall result in disciplinary action, up to and including termination.

SECTION 13 – OPEN DOOR POLICY

- 13.01 All bargaining unit members are encouraged to attempt to resolve problems which may occur during their time at work with their direct supervisor or the Department Head. The City recognizes that, in some circumstances, an employee may feel that he or she is being treated unfairly by a superior, and may not have redress under the grievance and arbitration procedure. In such circumstances, so long as the employee exhausts discussions with his supervisor and the Department Head, the employee may submit a written request for action to the City Manager or his/her designee. The City Manager or his/her designee shall conduct a full investigation of the employee complaint. Should there be any merit to the complaint, the City Manager or his/her designee will take appropriate corrective action.

SECTION 14 – CONCERTED ACTIVITY

- 14.01 **DEFINITION:** Any employee who participates in any manner in any strike, work stoppage, slowdown, sick-out, or other concerted refusal to work by employees of the City; or who participates in any manner in any picketing in support of any such strike, work stoppage, slowdown, sick-out, or other concerted refusal to work or impediment to work by employees of the City; or who induces other employees of the City to engage in such activities shall be subject to discharge by the City.
- 14.02 In the event the Association calls, engages in, encourages, assists, or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work by employees of the City or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions available to it, may suspend within limits prescribed by law, those rights and privileges accorded the Association under any ordinance, resolution, or rules and procedures of the City.

SECTION 15 – MAINTENANCE OF BENEFITS

- 15.01 Nothing in this MOU is intended to nullify existing wage or fringe benefits to employees under current policies and practices unless specifically included in this MOU or by mutual consent.

SECTION 16 – SAVINGS CLAUSE

- 16.01 The provisions of this MOU are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, sentences, clauses, or phrases of this MOU, but they shall remain in effect, it being the intent of both the City and the Association that this MOU shall stand notwithstanding the invalidity of any part, and the parties shall enter into immediate negotiations to agree upon substitute provisions.

SECTION 17 – WAIVER CLAUSE

- 17.01 Except as specifically provided for in this MOU, or in this Section, or by mutual agreement in writing during the term of this MOU, the parties hereto mutually agree not to seek to negotiate or bargain with respect to any matters pertaining to wages, hours, and other terms and conditions of employment, whether or not covered by this MOU, or in negotiations leading hereto, and irrespective of whether or not matters were discussed, or were even within the contemplation of the parties hereto during negotiations leading to this MOU. Any rights in that respect are hereby expressly waived during the term of this MOU. Provided, however, that the Association and the City agree to reopen negotiations at the written request of either party with respect to the impact and effect that result from the implementation of provisions of the South Coast Air Quality Management District's Commuter Program, officially known as Regulation XV, or the Drug-Free Workplace Act of 1988.

SECTION 18 – IMPLEMENTATION AND DURATION

- 18.01 This MOU shall be binding on the City and the Association when ratified by the Association and approved and adopted by Mayor and City Council.
- 18.02 Except as otherwise provided herein, this MOU shall be in full force and effect beginning January 1, 2021, and shall remain in full force and effect through December 31, 2023.
- 18.03 The matters within the scope of representation that are set forth in this MOU have been discussed in good faith and agreed upon as constituting an equitable adjustment to existing wages, hours, and other terms and condition of employment between the City and the Association as evidenced by the signatures of the duly authorized representatives of each party.

SECTION 19 – JOINT PAYROLL SYSTEMS COMMITTEE

- 19.01 The Association and the City will establish a joint payroll systems committee, comprised of representatives for the Association and the City. The committee will establish procedures to streamline payroll, increase reliability, and increase employee confidence. Changes associated with establishment and operation of this committee shall not reduce the compensation of any employee.

For the Redondo Beach
City Employees Association:

For the City of Redondo Beach:

Holly Short, RBCEA President

William C. Brand, Mayor

Jo Salcido, Vice President

Nicholette Garcia Ozuna, Treasurer

APPROVED AS TO FORM BY:

APPROVED AS TO FORM BY:

Vicky Barker, Esq.

Michael W. Webb, City Attorney

EXHIBIT A – PAY PLAN FOR THE NON-MANAGEMENT BARGAINING UNIT

The monthly base pay rates consisting of salary ranges for the class titles listed below shall be set forth as follows:

MISCELLANEOUS GROUP NON-MANAGEMENT CLASS TITLES	PERFORMANCE PAY STEPS			
	A	B	C	D
Senior Building Inspector	6110	6406	6723	7053
Computer Support Specialist	5932	6221	6527	6849
Senior Auditor	5932	6221	6527	6849
Senior Code Enforcement Officer	5566	5845	6136	6443
Police Identification Technician	5535	5787	6048	6323
Public Works Inspector	5353	5604	5858	6149
Building Inspector	5283	5522	5768	6055
Code Enforcement Officer	5199	5440	5685	5970
Building and Engineering Technician	5199	5440	5685	5970
GIS Technician	5199	5440	5685	5970
Community Services Officer III	5179	5412	5655	5909
Accountant	4965	5191	5422	5669
Planning Technician	4965	5191	5422	5669
Emergency Services Dispatcher	4879	5086	5323	5575
Lead Police Services Specialist	4698	4909	5141	5376
Payroll Technician	4616	4823	5041	5263
Community Services Officer II	4602	4815	5043	5265
Community Program Coordinator	4592	4799	5032	5256
Employment Coordinator	4592	4799	5032	5256
Office Coordinator	4592	4799	5032	5256
Human Resource Technician	4453	4644	4859	5072

Recycling Specialist	4453	4644	4859	5072
Emergency Services Dispatcher Trainee	4389			
Information Technology Technician	4281	4479	4692	4898
Accounting Technician	4273	4466	4681	4889
Administrative Coordinator	4273	4466	4681	4889
Housing Specialist	4273	4466	4681	4889
Parking Meter Technician	4273	4466	4681	4889
Senior Administrative Specialist	4259	4450	4644	4857
License and Collections Clerk	4147	4336	4528	4735
Graphics and Printing Technician	4092	4273	4466	4681
Records Management Coordinator	4092	4273	4466	4681
Administrative Specialist	3987	4159	4352	4546
Police Services Specialist	3951	4128	4312	4503
Traffic Senior Clerk	3887	4066	4245	4435
Crime Prevention Specialist	3870	4047	4224	4423
Recreation Coordinator	3870	4047	4224	4423
Senior Account Clerk	3803	3977	4153	4342
Community Services Officer I	3755	3931	4101	4294
Municipal Services Officer	3755	3931	4101	4294
Library Technician	3735	3899	4074	4256
Office Specialist III	3701	3871	4041	4224
Printing and Duplicating Specialist	3632	3778	3954	4130
Account Clerk	3394	3547	3701	3871
Office Specialist II	3394	3547	3701	3871
Library Clerk	3394	3547	3701	3871

Office Specialist I	3078	3190	3326	3476
Library Page*	2805	2919	3051	3223
Recycling Ranger	2805	2919	3051	3223

Effective the first full pay period in January 2022:

MISCELLANEOUS GROUP NON-MANAGEMENT CLASS TITLES	PERFORMANCE PAY STEPS			
	A	B	C	D
Senior Building Inspector	6171	6470	6790	7124
Computer Support Specialist	5991	6283	6592	6917
Senior Auditor	5991	6283	6592	6917
Senior Code Enforcement Officer	5622	5903	6197	6507
Police Identification Technician	5590	5845	6108	6386
Public Works Inspector	5407	5660	5917	6210
Building Inspector	5336	5577	5826	6116
Code Enforcement Officer	5251	5494	5742	6030
Building and Engineering Technician	5251	5494	5742	6030
GIS Technician	5251	5494	5742	6030
Community Services Officer III	5231	5466	5712	5968
Accountant	5015	5243	5476	5726
Planning Technician	5015	5243	5476	5726
Emergency Services Dispatcher	4928	5137	5376	5631
Lead Police Services Specialist	4745	4958	5192	5430

Payroll Technician	4662	4871	5091	5316
Community Services Officer II	4648	4863	5093	5318
Community Program Coordinator	4638	4847	5082	5309
Employment Coordinator	4638	4847	5082	5309
Office Coordinator	4638	4847	5082	5309
Human Resource Technician	4498	4690	4908	5123
Recycling Specialist	4498	4690	4908	5123
Emergency Services Dispatcher Trainee	4433			
Information Technology Technician	4324	4524	4739	4947
Accounting Technician	4316	4511	4728	4938
Administrative Coordinator	4316	4511	4728	4938
Housing Specialist	4316	4511	4728	4938
Parking Meter Technician	4316	4511	4728	4938
Senior Administrative Specialist	4302	4495	4690	4906
License and Collections Clerk	4188	4379	4573	4782
Graphics and Printing Technician	4133	4316	4511	4728
Records Management Coordinator	4133	4316	4511	4728
Administrative Specialist	4027	4201	4396	4591
Police Services Specialist	3991	4169	4355	4548
Traffic Senior Clerk	3926	4107	4287	4479
Crime Prevention Specialist	3909	4087	4266	4467
Recreation Coordinator	3909	4087	4266	4467
Senior Account Clerk	3841	4017	4195	4385
Community Services Officer I	3793	3970	4142	4337

Municipal Services Officer	3793	3970	4142	4337
Library Technician	3772	3938	4115	4299
Office Specialist III	3738	3910	4081	4266
Printing and Duplicating Specialist	3668	3816	3994	4171
Account Clerk	3428	3582	3738	3910
Office Specialist II	3428	3582	3738	3910
Library Clerk	3428	3582	3738	3910
Office Specialist I	3109	3222	3359	3511
Library Page*	2833	2948	3082	3255
Recycling Ranger	2833	2948	3082	3255

Effective the first full pay period in January 2023:

MISCELLANEOUS GROUP NON-MANAGEMENT CLASS TITLES	PERFORMANCE PAY STEPS			
	A	B	C	D
Senior Building Inspector	6294	6599	6926	7266
Computer Support Specialist	6111	6409	6724	7055
Senior Auditor	6111	6409	6724	7055
Senior Code Enforcement Officer	5734	6021	6321	6637
Police Identification Technician	5702	5962	6230	6514
Public Works Inspector	5515	5773	6035	6334
Building Inspector	5443	5689	5943	6238
Code Enforcement Officer	5356	5604	5857	6151
Building and Engineering Technician	5356	5604	5857	6151
GIS Technician	5356	5604	5857	6151

Community Services Officer III	5336	5575	5826	6087
Accountant	5115	5348	5586	5841
Planning Technician	5115	5348	5586	5841
Emergency Services Dispatcher	5027	5240	5484	5744
Lead Police Services Specialist	4840	5057	5296	5539
Payroll Technician	4755	4968	5193	5422
Community Services Officer II	4741	4960	5195	5424
Community Program Coordinator	4731	4944	5184	5415
Employment Coordinator	4731	4944	5184	5415
Office Coordinator	4731	4944	5184	5415
Human Resource Technician	4588	4784	5006	5225
Recycling Specialist	4588	4784	5006	5225
Emergency Services Dispatcher Trainee	4522			
Information Technology Technician	4410	4614	4834	5046
Accounting Technician	4402	4601	4823	5037
Administrative Coordinator	4402	4601	4823	5037
Housing Specialist	4402	4601	4823	5037
Parking Meter Technician	4402	4601	4823	5037
Senior Administrative Specialist	4388	4585	4784	5004
License and Collections Clerk	4272	4467	4664	4878
Graphics and Printing Technician	4216	4402	4601	4823
Records Management Coordinator	4216	4402	4601	4823
Administrative Specialist	4108	4285	4484	4683
Police Services Specialist	4071	4252	4442	4639

Traffic Senior Clerk	4005	4189	4373	4569
Crime Prevention Specialist	3987	4169	4351	4556
Recreation Coordinator	3987	4169	4351	4556
Senior Account Clerk	3918	4097	4279	4473
Community Services Officer I	3869	4049	4225	4424
Municipal Services Officer	3869	4049	4225	4424
Library Technician	3847	4017	4197	4385
Office Specialist III	3813	3988	4163	4351
Printing and Duplicating Specialist	3741	3892	4074	4254
Account Clerk	3497	3654	3813	3988
Office Specialist II	3497	3654	3813	3988
Library Clerk	3497	3654	3813	3988
Office Specialist I	3171	3286	3426	3581
Library Page*	2890	3007	3144	3320
Recycling Ranger	2890	3007	3144	3320

RESOLUTION NO. CC-2101-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$102,965 FROM THE UNASSIGNED GENERAL FUND BALANCE FOR THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH CITY EMPLOYEES' ASSOCIATION

WHEREAS, the existing MOU with the Redondo Beach City Employees' Association expired on December 31, 2020; and

WHEREAS, representatives of the City and the RBCEA have met and conferred in good faith and have reached agreement on a successor MOU; and

WHEREAS, the negotiated MOU will provide a \$500 one-time payment and increases to health contributions for each of the 80 active members of the RBCEA; and

WHEREAS, said payment requires a one-time appropriation of \$102,965 from the FY 2020-2021 Unassigned General Fund balance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That \$102,965 shall be appropriated from the Unassigned General Fund Balance for the increases to health contributions and one-time payment of \$500 to each of the 80 active members of the RBCEA.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2020-2021 in accordance with the above modification.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter the same into the original Book of Resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2021.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2101-003 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 12th day of January, 2021, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

N.3., File # 21-1909

Meeting Date: 1/12/2021

To: MAYOR AND CITY COUNCIL

From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN UPDATED PAY AND BENEFITS PLAN WITH THE MANAGEMENT AND CONFIDENTIAL EMPLOYEE GROUP

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2101-006, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, UPDATING THE PAY AND BENEFITS PLAN FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2101-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$31,100 FROM THE UNASSIGNED GENERAL FUND BALANCE FOR THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES PAY AND BENEFITS PLAN

EXECUTIVE SUMMARY

As the City has reached agreements on successor Memorandums of Understanding with the majority of the City's employee associations, it is appropriate to execute a corresponding update to the Pay and Benefits Plan for Management and Confidential Employees. The proposed Pay and Benefits Plan, if adopted, will provide covered employees with all the same terms and conditions of employment as the existing plan, with the exception of the following:

- 1) A \$500 one-time "signing bonus" for each active member upon adoption of the Pay and Benefits Plan;
- 2) In January 2021 and 2022, increases to monthly City health insurance contributions, bringing them after two years, to the same level as the safety groups;
- 3) In January 2022, a 1% base salary increase;
- 4) In January 2023, a 2% base salary increase;
- 5) A one-time carryover of up to 27 hours of unused administrative leave time from 2020 due to the Covid emergency; and
- 6) Addition of three "holiday closures" (a total of nine additional paid holidays off on December 22, 27 and 28, in December 2021, 2022, and 2023).

The projected cost of the Pay and Benefits Plan for this fiscal year is \$31,100. The Management and Confidential employee group has 31 active employees and represents many various job

classifications such as Fire Division Chief, Payroll Manager, Human Resources Analyst and the various Department Directors.

BACKGROUND

The previous Pay and Benefits Plan update for Management and Confidential Employees was implemented in July 2019. That plan offered employees a one-time \$2500 stipend for each active member along with the three additional December holidays provided to the other miscellaneous groups. If adopted, this new Pay and Benefits Plan will provide the following:

Salaries: Represented employees will receive a one-time signing bonus of \$500 upon adoption of the Pay and Benefits Plan. In addition, in the first full pay period of January 2022, employees will receive a 1% base salary increase. In the first full pay period of January 2023, employees will receive a 2% base salary increase.

Health Contributions: In January 2021, represented employees will receive a \$200 per month increase to their monthly health insurance contributions; for employee, employee plus one and family coverages. In January 2022, employees will receive additional increases to bring their coverage to the same level as the City's safety bargaining units. The changes will ease historic administrative burdens and reduce HR and payroll staff time spent calculating bargaining group by bargaining group medical benefit distributions, as all employees by the end of the agreements will be eligible for one of the same three tiers of health care premium contribution. Additionally, it should be noted that these increases are partially offset by future savings from the implementation of a cap in the amount of "cash in lieu" members who choose to opt out of the plan can receive. Previously "cash in lieu" amounts were indexed to the overall price of the employee's selected health care premium level without limit and would often increase by more than 10% per year.

Administrative Leave: In January 2021, employees will be allowed to carry over up to 27 hours of 2020 unused accrued administrative leave (APT) time on a one-time basis in response to the Covid-19 emergency, which prevented many employees from being able to utilize accrued leave days.

Holiday Closures: Employees will receive three additional paid holidays, on December 22, 27, and 28, in 2021, 2022 and 2023. City Hall offices will be closed on these days, as has occurred several times over the past few years.

The Management and Confidential employee group has 31 active employees and represents many various job classifications such as Fire Division Chief, Payroll Manager, Human Resources Analyst and the various Department Directors.

Elected officials also have health benefits tied to the Management and Confidential Pay Plan and will receive the same changes to their insurance contributions as employees. However, salary increases or stipends in the Plan do not apply to the City Manager, Councilmembers or other elected officials. The City's Manager's salary is set by a separate contract, and salaries for the City's elected officials are set by Ordinance.

COORDINATION

This report was prepared by the Human Resources Department. The resolutions were approved as

to form by the City Attorney's Office.

FISCAL IMPACT

The annualized costs of the agreement are as follows:

Year One: \$46,700

Year Two: \$66,828

Year Three and ongoing: \$228,684

The Fiscal Year 2020-21 cost of the agreement is \$31,100 and is to be funded from available and unallocated General Fund balance, and requires a 4/5ths budget appropriation per the attached resolution.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Resolutions and Pay and Benefits Plan

RESOLUTION NO. CC-2101-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, UPDATING THE PAY AND BENEFITS PLAN FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

WHEREAS, pursuant to Section 2-3.602 and 2-3.603, Section 2-3.701, Section 2-3.802 and 2-3.803, Section 2-3.1002 and 2-3.1003, and Section 2-3.1102 and 2-3.1103 of Chapter 3, Title 2 of the Redondo Beach Municipal Code, the list of class titles, salary ranges and other benefits for certain Management and Confidential employees of the City of Redondo Beach shall be set forth from time to time by Resolution of the City Council; and

WHEREAS, the previous Pay and Benefits Plan for Management and Confidential Employees was last updated on July 16, 2019; and

WHEREAS, the attached Pay and Benefits Plan when adopted will provide pay adjustments allowing the City of Redondo Beach to remain an attractive employer; and

WHEREAS, said Pay and Benefits Plan is not binding until approved by the Mayor and City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Pay and Benefits Plan for Management and Confidential Employees of the City of Redondo Beach, marked Exhibit "A" and attached hereto and made a part hereof, effective January 12, 2021, is hereby adopted.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2021.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No.CC-2101-006 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 12th day of January, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



PAY & BENEFITS PLAN FOR
MANAGEMENT & CONFIDENTIAL EMPLOYEES
OF THE CITY OF REDONDO BEACH

Effective January 12, 2021

Per Resolution No. CC-

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ARTICLE I. TERMS

SECTION 1 - DEFINITION OF TERMS

- 1.01 The following terms, whenever used in the Plan, shall have the meaning set forth in this Section:
- A. CITY: Shall mean the City of Redondo Beach
 - B. CITY MANAGER: Shall mean the City Manager or his/her designee.
 - C. DAYS: Shall mean calendar days except where working days are expressly specified.
 - D. EMPLOYEE: Shall mean an individual who serves full-time and who is appointed to a full-time Management or Confidential position.
 - E. EXECUTIVE LEVEL EMPLOYEE: Shall mean the City Manager, individual appointed to department head level positions by the City Manager, and elected officials.
 - F. FISCAL YEAR: Shall mean the 12 month period from July 1 through June 30.
 - G. PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA): Shall mean the California Public Employees' Pension Reform Act of 2013, including AB 340 (Furutani, Chapter 296, Statutes of 2012) and AB 197 (Buchanan, Chapter 297, Statutes of 2012) and all subsequent amendments.
 - H. PERS: Shall mean the California Public Employees' Retirement System.
 - I. PUBLIC AGENCY EXPERIENCE: shall mean full-time service in an agency that participates in a public retirement plan.
 - J. RETIREE: Shall mean a former employee of the City who has been granted and is receiving a regular service or disability retirement from PERS.
 - K. SERIOUS INJURY OR ILLNESS: Shall mean, for the purposes of benefits provided by Article V, Section 1.04 herein, an injury or illness certified by the City to require a recuperation period of 30 days or more.
 - L. WORK PERIOD: Shall mean seven consecutive, regular recurring 24 hour periods equal to 168 hours, designated by the City Manager.
 - M. YEAR: Shall mean fiscal year, except where calendar year is expressly specified.

ARTICLE II. COMPENSATION

SECTION 1 - PAY PLAN

1.01 The pay plan for Executive Level employees is set forth as follows:

Effective January 12, 2021:

TITLE	MONTHLY SALARY
Assistant City Manager (U)	\$12,176 - \$17,018
Chief of Police (U)	\$11,881 - \$16,220
Fire Chief (U)	\$11,881 - \$16,220
Community Development Director (U)	\$9,946 - \$14,067
Information Technology Director (U)	\$9,946 - \$14,067
Waterfront and Economic Director (U)	\$9,042 - \$12,788
Public Works Director (U)	\$9,042 - \$12,788
Finance Director (U)	\$9,042 - \$12,788
Human Resources Director (U)	\$9,042 - \$12,788
Community Services Director (U)	\$9,042 - \$12,788
Library Director (U)	\$9,042 - \$12,788

Effective the first full pay period in January 2022:

TITLE	MONTHLY SALARY
Assistant City Manager (U)	\$12,298 - \$17,188
Chief of Police (U)	\$12,000 - \$16,382
Fire Chief (U)	\$12,000 - \$16,382
Community Development Director (U)	\$10,045 - \$14,208
Information Technology Director (U)	\$10,045 - \$14,208
Waterfront and Economic Director (U)	\$9,132 - \$12,916
Public Works Director (U)	\$9,132 - \$12,916
Finance Director (U)	\$9,132 - \$12,916
Human Resources Director (U)	\$9,132 - \$12,916
Community Services Director (U)	\$9,132 - \$12,916
Library Director (U)	\$9,132 - \$12,916

Effective the first full pay period in January 2023:

TITLE	MONTHLY SALARY
Assistant City Manager (U)	\$12,544 - \$17,532
Chief of Police (U)	\$12,240 - \$16,710
Fire Chief (U)	\$12,240 - \$16,710
Community Development Director (U)	\$10,246 - \$14,492
Information Technology Director (U)	\$10,246 - \$14,492

Waterfront and Economic Director (U)	\$9,315 - \$13,174
Public Works Director (U)	\$9,315 - \$13,174
Finance Director (U)	\$9,315 - \$13,174
Human Resources Director (U)	\$9,315 - \$13,174
Community Services Director (U)	\$9,315 - \$13,174
Library Director (U)	\$9,315 - \$13,174

1.02 The pay plan for Management and Confidential employees is set forth as follows:

Effective January 12, 2021:

TITLE	MONTHLY SALARY
Assistant Fire Chief	\$11,251 - \$14,590
Assistant City Attorney (U)	\$11,180 - \$14,551
Fire Division Chief	\$10,296 - \$12,806
Senior Deputy City Attorney (U)	\$8,910 - \$12,358
City Engineer (U)	\$8,689 - \$11,823
Assistant Financial Services Director (U)	\$7,884 - \$10,237
Chief Deputy City Treasurer	\$7,884 - \$10,237
Chief Building Official (U)	\$7,808 - \$10,139
Deputy City Attorney (U)	\$6,988 - \$10,731
Assistant to the City Manager (U)	\$6,907 - \$8,925
Payroll & Finance Manager	\$6,907 - \$8,925
Risk Manager	\$6,577 - \$8,501
Senior Human Resources Analyst	\$6,395 - \$8,263
Human Resources Analyst	\$5,816 - \$7,510
Executive Assistant to the City Manager	\$4,992 - \$6,076

Effective the first full pay period in January 2022:

TITLE	MONTHLY SALARY
Assistant Fire Chief	\$11,364 - \$14,736
Assistant City Attorney (U)	\$11,292 - \$14,697
Fire Division Chief	\$10,399 - \$12,934
Senior Deputy City Attorney (U)	\$8,999 - \$12,482
City Engineer (U)	\$8,776 - \$11,941
Assistant Financial Services Director (U)	\$7,963 - \$10,339
Chief Deputy City Treasurer	\$7,963 - \$10,339
Chief Building Official (U)	\$7,886 - \$10,240
Deputy City Attorney (U)	\$7,058 - \$10,838
Assistant to the City Manager (U)	\$6,976 - \$9,014
Payroll & Finance Manager	\$6,976 - \$9,014
Risk Manager	\$6,643 - \$8,586

Senior Human Resources Analyst	\$6,459 - \$8,346
Human Resources Analyst	\$5,874 - \$7,585
Executive Assistant to the City Manager	\$5,042 - \$6,137

Effective the first full pay period in January 2023:

TITLE	MONTHLY SALARY
Assistant Fire Chief	\$11,591- \$15,031
Assistant City Attorney (U)	\$11,518 - \$14,991
Fire Division Chief	\$10,607 - \$13,193
Senior Deputy City Attorney (U)	\$9,179 - \$12,732
City Engineer (U)	\$8,952 - \$12,180
Assistant Financial Services Director (U)	\$8,122 - \$10,546
Chief Deputy City Treasurer	\$8,122 - \$10,546
Chief Building Official (U)	\$8,044 - \$10,445
Deputy City Attorney (U)	\$7,199 - \$11,055
Assistant to the City Manager (U)	\$7,116 - \$9,194
Payroll & Finance Manager	\$7,116 - \$9,194
Risk Manager	\$6,776 - \$8,758
Senior Human Resources Analyst	\$6,588- \$8,513
Human Resources Analyst	\$5,991- \$7,737
Executive Assistant to the City Manager	\$5,143 - \$6,260

- 1.03** Effective the first full pay period following approval and adoption of the Pay and Benefits Plan, employees shall receive a one-time \$500.00 stipend. Only employees that are active (employed by the City) during the pay period in which the stipend is paid will be eligible to receive the stipend.

SECTION 2 - PAY RATE ADVANCEMENT WITHIN SALARY RANGE

- 2.01 On the basis of the evaluation of an employee's performance, an employee shall be eligible for a pay rate advancement added to his/her base pay of an amount between zero and 10 percent, not to exceed the top of the salary range, effective at the beginning of the pay period following an employee's anniversary date.

SECTION 3 - OTHER PAY ADJUSTMENTS

- 3.01 A minimum of five percent upward adjustment to base salary shall be provided to an employee at the time of promotion; provided however, that no adjustment for promotion may cause an employee's base salary to exceed the maximum salary range set forth for the class to which the employee is appointed.
- 3.02 An employee appointed to acting status in a position with a higher salary range, where a department is being reorganized, or where a department is undergoing experimental restructuring, who, as a result, if required to perform additional duties above and beyond those reasonable required may, with approval of the City Manager, receive a pay increase on a temporary basis. Such salary shall be established within the salary range of the class with duties that most closely approximate to the duties to be performed. The higher salary shall not be considered a promotion, and may be reduced or removed without cause, notice or hearing.
- 3.03 An employee may be assigned management incentive pay for unique duties. The City Manager may approve this pay commensurate with these duties while such duties are assigned. Such incentive pay may be an amount up to 25 percent of the employee's regular base pay. Such pay may be reduced or removed without cause, notice or hearing.
- 3.05 An employee appointed to a class in another bargaining unit, when temporarily assigned to perform the duties of a Management or Confidential class, may, with approval of the City Manager, be paid at a rate within the salary range for such class. Such assignment shall not be considered a promotion, and the pay may be reduced or removed without cause, notice or hearing.
- 3.06 An employee may be appointed to a class at any point within the salary range established for that class.

SECTION 4 - FIRE DIVISION CHIEF OTHER PAY

- 4.01 The City believes that the Fire Division Chief classification is appropriately designated as exempt from the payment of overtime under the executive exemption of the Fair Labor Standards Act. Notwithstanding this designation, Fire Division Chiefs recalled to duty for an emergency or anticipated emergencies, including as Area G Strike Team Leader, who work in excess of one hour from the time he/she is called, will be paid for a minimum of two hours at his/her hourly rate, and on an hour to hour basis for work performed in excess of two hours. Fire Division Chiefs recalled for an emergency who works for less than one hour will receive no additional compensation.

- 4.02 Fire Division Chiefs who replace another as Duty Chief may receive compensating time off on an hour-for-hour basis for hours worked as a result of assuming additional fire suppression duty days in lieu of pay.

SECTION 5 - CLOTHING ALLOWANCE

- 5.01 Employees appointed to the class of Police Chief or Fire Chief shall be entitled to an annual clothing allowance of \$800.
- 5.02 Employees appointed to the class of Assistant Fire Chief shall be entitled to an annual clothing allowance of \$600.
- 5.03 Employees appointed to the class of Fire Division Chief shall be provided a uniform and safety equipment and the uniform and safety equipment shall be replaced as needed.

SECTION 6 - CAR ALLOWANCE

- 6.01 Employees appointed to Executive Level classes shall receive a car allowance \$375 per month.
- 6.02 The City Manager shall have the option to provide a car allowance of up to \$250 per month to designated employees appointed to assist a department head and/or division manager positions.
- 6.03 Any employee granted a City vehicle for his/her exclusive use shall not receive a car allowance or mileage reimbursement payments.

SECTION 7 - REALLOCATION AND REORGANIZATION

- 7.01 An employee whose position is reallocated or reorganized to a lower paying class or position, may at the discretion of the City Manager, remain at the rate of pay received immediately prior to the reallocation or reorganization. Such employee shall not be eligible for any pay adjustment until the salary range for his/her new class exceeds his/her rate of pay.

SECTION 8 - LONGEVITY PAY

- 8.01 Executive Level employees who have completed 10 years of public agency service, or equivalent job related service as determined by the City Manager, are eligible to receive Longevity Pay. In addition to an employee's base salary, exclusive of all premium and other pays, each employee shall receive a Longevity Pay increase added to the employee's base salary of two percent uncompounded for each year of service beginning with the tenth year of service through the sixteenth year of service for a maximum total of up to 12 percent above base salary.
- 8.02 Management and Confidential employees who have completed 19 years of public agency service are eligible for Longevity Pay under the following conditions:
- A. The employee must have completed his/her initial probationary period, or must have completed one year of service with the City of Redondo Beach; and

- B. The employee must be in a classification not designated as an Executive Level position.

In addition to an employee's base salary, exclusive of all premiums and other pays, each employee meeting all the criteria shall receive a Longevity Pay increase added to the employee's base salary of two percent uncompounded for each year of service beginning with the 20th year of service through the 25th year of service for a maximum total percentage of 12 percent above base pay.

- 8.03 The effective date of a Longevity Pay increase shall be the beginning of the pay period following the date of eligibility.

SECTION 9 - LONGEVITY PAY FOR FIRE DIVISION CHIEFS

- 9.01 Fire Division Chiefs who have completed 15 years of public agency service are eligible for Longevity Pay.
- 9.02 Fire Division Chiefs appointed before July 1, 2012 shall receive a Longevity Pay increase added to the employee's base salary, exclusive of all premiums and other pays, of two percent uncompounded at the completion of 15 years of public agency service.
- 9.03 Fire Division Chiefs appointed on or after July 1, 2012 shall receive a Longevity Pay increase added to the employee's base salary, exclusive of all premiums and other pays, of two percent uncompounded at the completion of 15 years of public agency service.
- 9.04 Beginning with the 20th year of public agency service, Fire Division Chiefs appointed before July 1, 2012 shall receive an additional Longevity Pay increase added to the employee's base salary of two percent uncompounded for each year of service through the 25th year of public agency service for a maximum of 14 percent above base salary.

- 9.05 Beginning with the 20th year of public agency service, Fire Division Chiefs appointed on or after July 1, 2012 shall receive an additional Longevity Pay increase added to the employee's base salary of two percent un compounded for each year of service through the 25th year of public agency service for a maximum of twelve percent above base salary.
- 9.06 The effective date of a Longevity Pay increase shall be the beginning of the pay period following the date of eligibility.
- 9.07 Longevity Pay is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571 (a) (1) of the PERS regulations.

SECTION 10 - EDUCATIONAL INCENTIVE PAY FOR FIRE DIVISION CHIEFS

- 10.01 Education incentive pay earned under this section is compensation earnable within the meaning Section 20636 of the California Government code and section 571 (a) (4) of the PERS regulations.
- 10.02 Upon completion of the education requirements Fire Division Chiefs are eligible to achieve the following levels of education incentive bonus pay in addition to their base salary:

COLLEGE DEGREE	BONUS
Associates	3%
Bachelors	6%
Masters or EFO*	8%

*Graduation from the National Fire Academy Executive Fire Officer Program.

CERTIFICATE	BONUS
FF II/EMT or EMT-P	3%
Driver Operator (1A & 1B)	1%
Fire Officer	3%
Chief Officer	3%

College Degree Bonus Pay shall only be paid for degrees obtained through accredited colleges or universities. Human Resources must certify that the institution meets the accreditation requirements.

The maximum College Degree Bonus Pay is eight percent of base salary. The maximum Certificate Bonus Pay is 10 percent of base salary. The combined maximum College Degree Bonus Pay and Certificate Bonus Pay an employee can earn is 18 percent of base salary.

SECTION 11 - DEFERRED COMPENSATION

- 11.01 Employees are eligible to participate in the City contracted 457 deferred compensation plan to the limits imposed by law and/or the plan. Effective December 27, 2014 the City shall contribute one half of one percent (0.5%) of the employee's hourly rate of pay into the Plan for all enrolled Management and Confidential employees.
- 11.02 Executive Level employees who have completed 10 years of public agency service shall defer Longevity Pay as provided for in Section 8.01 in a City contracted 401a deferred compensation plan at a rate of two percent of the base pay un compounded for each year of eligibility up to six years, for a total of 12 percent of base pay.

SECTION 12 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 12.01 Each employee is eligible to receive up to a maximum \$1,500 per year for the reimbursement of professional development expenses. Reimbursement is available for job related: academic courses; training; license exams and fees; certifications; and membership dues for professional organizations. Employees are allowed up to \$500 of the maximum \$1,500 benefit (per employee), to use towards fitness and/or health programs (i.e., gym membership, stop smoking programs, with weight loss programs etc.). Requests for reimbursement must be approved in advance by the employee's supervisor and the City Manager or designee. Employees shall not be paid salary for attending such courses, training or exams.

SECTION 13 - COMPUTER LOAN PROGRAM

- 13.01 Each employee is eligible to participate in the City of Redondo Beach Loan Program for Employee Purchase of a Personal Computer.

SECTION 14 - SEVERANCE

- 14.01 The City Manager may terminate the employment of department head Executive Level employees at any time for any reason. When employment of a department head Executive Level employee who was appointed to his/her position on or after July 1, 2012 is terminated without cause, the City shall owe the terminated department head Executive Level employee an amount (less applicable State and Federal taxes) equal to the monetary value of three months base salary. The City shall also continue for three months for the date of termination, full employee health insurance benefits for the department head Executive Level employee and his/her dependents.
- 14.02 Notwithstanding any provision of this Plan to the contrary, the City Manager may terminate the employment of department head Executive Level appointed to his/her position on or after July 1, 2012 with payment of the severance described above under any of the following circumstances:
- A. If the City Manager determines the termination is for cause, including: neglect of duty; dishonesty involving employment; being under the influence or alcohol or intoxicating drugs during normal working hours; absence without leave; conviction of a crime or conduct constituting a violation of State law which renders it more difficult for the employee to deliver public service or brings discredit to the City;

improper or unauthorized use of City property; employee's failure to resolve a physical or mental infirmity(s) or defect(s) negatively affecting job performance when it is within the capacity of the employee to do so; acceptance for any outside source, an emolument, reward, gift or other form of remuneration beyond employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of or related to the employee's assigned duties without prior approval from the City Manager; falsification of any City report or record, or of any report or record required to be, or filed by the employee.

- B. If the department head Executive Level employee is convicted of any felony, or of any misdemeanor in any State or Federal court, which has a nexus to his/her employment.

ARTICLE III. RETIREMENT BENEFITS

SECTION 1 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) PLAN

Miscellaneous Members

- 1.01 Employees who are first employed by the City in a position in the Miscellaneous Membership classification before June 30, 2012 are eligible to participate in the Tier I Miscellaneous Member benefit plan. Employees who are first employed by the City in a position in the Miscellaneous Membership classification on or after June 30, 2012 are eligible to participate in the Tier II Miscellaneous Member benefit plan. Employees who are first employed by the City in a position in the Miscellaneous Membership classification on or after January 1, 2013 and are, prior to their employment with the City, not considered active members of the CalPERS retirement system by the Public Employees' Pension Reform Act are eligible to participate in the Tier III Miscellaneous Member benefit plan.
- 1.02 During the term of this agreement, the City shall provide the two percent at 55 retirement formula to all employees participating in the Tier I Miscellaneous Member benefit plan. In addition, employees participating in the Tier I Miscellaneous Member benefit plan shall also receive those optional benefits detailed in Section 2.01 of this Article.
- 1.03 During the term of this agreement, the City will pay the member contribution to PERS for employees receiving benefits under the Tier I Miscellaneous Member benefit plan, in the amount of seven percent of PERS reportable salary, said amount to be paid into each employee's account per Government Code Section 20691.
- 1.04 During the term of this agreement, the City shall provide the two percent at 60 retirement formula to all employees participating in the Tier II Miscellaneous Member benefit plan. In addition, employees participating in the Tier II Miscellaneous Member benefit plan shall also receive those optional benefits detailed in Section 2.02 of this Article.
- 1.05 During the term of this agreement, employees receiving benefits under the Tier II Miscellaneous Member benefit plan are responsible for paying the seven percent member contribution required by PERS. Payment for the member contribution will be made by payroll deduction.
- 1.06 During the term of this agreement, the City shall provide the two percent at 62 retirement formula to all employees participating in the Tier III Miscellaneous Member benefit plan.

The employee's pension benefit will be determined on the basis of the employee's highest consecutive 36 months of employment. Employees participating in the Tier III Miscellaneous Member benefit plan shall also receive those benefits listed in section 2.02 of this Article. Tier III Miscellaneous Member benefits will not exceed those allowed by the Public Employees' Pension Reform Act.

- 1.07 During the term of this agreement, employees receiving benefits under the Tier III Miscellaneous Member plan shall pay 50% of the CalPERS Normal Cost Rate as required by the Public Employees' Pension Reform Act.

Local Firefighter Members

- 1.08 Employees who are first employed by the City in a position within the Local Firefighter Membership classification before June 30, 2012 are eligible to participate in the Tier I Local Firefighter Member benefit plan. Employees who are first employed by the City in a position in the Local Firefighter Membership classification on or after June 30, 2012 are eligible to participate in the Tier II Local Firefighter Member benefit plan. Employees who are first employed by the City on or after January 1, 2013, and who are "new members" as described in the Public Employees' Pension Reform Act of 2013 ("PEPRA") are eligible to participate in the Tier III Local Firefighter Member benefit plan.
- 1.09 The City shall provide the three percent at 55 Retirement formula for employees participating in the Tier I or Tier II Local Firefighter Member benefit plan. Employees participating in the Tier I Local Firefighter Membership benefit plan shall also receive those optional benefits detailed in Section 2.01 of this Article. Employees participating in the Tier II Local Firefighter Membership benefit plan shall also receive those optional benefits detailed in Section 2.03 of this Article.
- 1.10 During the term of this agreement, the City shall provide the 2.7 percent at 57 retirement formula to all employees participating in the Tier III Local Firefighter Member benefit plan. The employee's pension benefit will be determined on the basis of the employee's highest consecutive 36 months of employment. Employees participating in the Tier III Local Firefighter Member benefit plan shall also receive those optional benefits detailed in Section 2.04 of this Article. Tier III Local Firefighter Member benefits will not exceed those allowed by the Public Employees' Pension Reform Act.
- 1.11 During the term of this agreement, the City will pay the member contribution to PERS for employees receiving benefits under the Tier I Local Firefighter Member benefit plan, in the amount of nine percent of PERS reportable salary, said amount to be paid into each employee's account per Government Code Section 20691.
- 1.12 During the term of this agreement, the City will pay a portion of the member contribution to PERS for employees receiving benefits under the Tier II Local Firefighter Membership benefit plan, in the amount of 4.5% of PERS reportable salary, said amount to be paid into each employee's account per Government Code Section 20691. Employees receiving benefits under the Tier II Local Firefighter Membership benefit plan are responsible for paying the remaining 4.5% of the member contribution required by PERS. Employees' payment for the member contribution will be made by payroll deduction.
- 1.13 Employees receiving benefits under the Tier III Local Firefighter Member benefit plan are responsible for paying 50% of the CalPERS Normal Cost Rate as required by the Public

Employees' Pension Reform Act. This payment shall be made by payroll deduction. The City shall pay no portion of this contribution.

Local Police Officer Members

- 1.14 Employees who are first employed by the City in the Local Police Officer Membership classification before June 30, 2012 are eligible to participate in the Tier I Local Police Officer Membership benefit plan. Employees who are first employed by the City in a position in the Local Police Officer Membership classification on or after June 30, 2012 are eligible to participate in the Tier II Local Police Officer Member benefit plan. Employees who are first employed by the City on or after January 1, 2013, and who are "new members" as described in the Public Employees' Pension Reform Act of 2013 ("PEPRA") are eligible to participate in the Tier III Local Police Officer Member benefit plan.
- 1.15 During the term of this agreement, the City shall provide the three percent at 50 retirement formula to all employees participating in the Tier I Local Police Officer Membership benefit plan. Employees participating in the Tier I Local Police Officer Membership benefit plan shall also receive those optional benefits detailed in Section 2.01 of this Article.
- 1.16 During the term of this agreement, the City shall provide the three percent at 55 retirement formula to all employees participating in the Tier II Local Police Officer Membership benefit plan. Employees participating in the Tier II Local Police Officer Membership benefit plan shall also receive those optional benefits detailed in Section 2.05 of this Article.
- 1.17 During the term of this agreement, the City shall provide the 2.7 percent at 57 retirement formula to all employees participating in the Tier III Local Police Officer Member benefit plan. The employee's pension benefit will be determined on the basis of the employee's highest consecutive 36 months of employment. Employees participating in the Tier III Local Police Officer Member benefit plan shall also receive those optional benefits detailed in Section 2.06 of this Article. Tier III Local Police Officer Member benefits will not exceed those allowed by the Public Employees' Pension Reform Act.
- 1.18 During the term of this agreement, except as otherwise provided in this Article, the City will pay the member contribution to PERS for employees receiving benefits under the Tier I and Tier II Local Police Officer Membership benefit plan, in the amount of nine percent of reportable salary, said amount to be paid into each employee's account per Government Code Section 20691.
- 1.19 Employees receiving benefits under the Tier III Local Police Officer Member benefit plan are responsible for paying 50% of the CalPERS Normal Cost Rate as required by the Public Employees' Pension Reform Act. This payment shall be made by payroll deduction. The City shall pay no portion of this contribution.

SECTION 2 - OPTIONAL PERS CONTRACT PROVISIONS

Optional Benefits - Tier I Miscellaneous, Local Firefighter and Local Police Officers Members

2.01 The City shall provide the following optional PERS contract provisions to Tier I Miscellaneous, Local Firefighter and Local Police Officer members:

- A. Basic Level of 1959 Survivor Benefits for Miscellaneous Members only (§21571) not covered by Social Security.
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service Statutes of 1974 for Local Police Officer Members only (§21024).
- D. Military Service Credit as Public Service Statutes of 1976 for Local Miscellaneous Members and Local Firefighter Members only (§21024).
- E. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

- F. Fourth Level of 1959 Survivor Benefits for Local Firefighter and Police Officer Members only (§21574).
- G. One-Year Final Compensation (§20042).
- H. Employer Paid Member Contributions as Compensation (EPMC) (§20692).

As set forth in Section 1, Article III, in accordance with Government Code Section 20691, the City has elected to pay the presently required normal member contribution to PERS for eligible employees covered by this Resolution.

As allowed by Section 20692, during the employee's final compensation period, the City shall stop paying the employee's contribution and, instead, shall increase the pay rate of the employee by an amount equal to the normal contribution previously paid by the City as provided by Section 1.03, 1.11, and 1.17 of this Article.

- I. Pre-Retirement Optional Settlement 2 Death Benefit for Local Firefighter and Police Officer Members only (§21548).

Optional Benefits - Tier II Miscellaneous Member Benefits

2.02 The City shall provide the following optional PERS contract provisions to employees participating in the Tier II Miscellaneous Membership benefit plan:

- A. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

Except as expressly provided in this Section 2.02, no other CalPERS optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan.

Optional Benefits - Tier II Local Firefighter Plan

2.03 The City shall provide the following optional PERS contract provisions to employees participating in the Tier II Local Firefighter benefit plan:

- A. Fourth Level of 1959 Survivor Benefits (§21574).
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service (§21024).
- D. One-year Final Compensation (§20042).
- E. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

- F. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

Optional Benefits - Tier III Local Firefighter Plan

2.04 The City shall provide the following optional PERS contract provisions to employees participating in the Tier II Local Firefighter benefit plan:

- A. Fourth Level of 1959 Survivor Benefits (§21574).
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service (§21024).
- D. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

The formula for employees in a sick leave plan defined by Article V, Section 2 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

E. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

Except as expressly provided in this Section 2.04, no other CalPERS optional benefits shall be available to employees participating in the Tier III Local Firefighter Membership benefit plan.

Optional Benefits - Tier II Local Police Officer Plan

- 2.05 The City shall provide receive the same optional benefits as those contained in the Tier I Local Police Officer Membership benefit plan to employees participating in the Tier II Local Police Officer Membership benefit plan, except that a Tier II employee's final compensation shall be calculated using the three-year average method. The option of calculating an employee's benefits based on a one-year final compensation period (Government Code Section 20042) shall not be available under the Tier II Local Police Officer Membership benefit plan.

Optional Benefits - Tier III Local Police Officer Plan

- 2.06 The City shall provide the following optional PERS contract provisions to employees participating in the Tier III Local Police Officer benefit plan:
- A. Fourth Level of 1959 Survivor Benefits (§21574).
 - B. Post-Retirement Survivor Allowance (§21624 and §21626).
 - C. Military Service Credit as Public Service (§21024).
 - D. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

E. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

SECTION 3 - RETIREE MEDICAL INSURANCE BENEFITS

Tier I Retirees - Retirees Hired Before July 1, 2011 and Not Medicare-Age Eligible

3.01 For each retiree hired before July 1, 2011 ("Tier I Retiree"), the City shall make an "unequal" contribution of \$1 per month directly to CalPERS. The City's mandated contribution for each annuitant shall be increased annually to an amount equal to the number of years that the City has been enrolled with PEHMCA multiplied by 5% of the current Employer Minimum Contribution for Employees, until the contribution for retirees equals the contribution paid for employees, in compliance with Government Code section 22892(c). This amount is referred to as the "Employer Minimum Contribution for Retirees." In combination with this unequal contribution, the City will also pay the Tier I Retiree the difference between the Employer Minimum Contribution for Retirees and the employee-only monthly flexible spending allowance for active employees, as outlined in Article IV, Section 1.01 ('Tier I Retiree Differential Payment"). This benefit shall be provided to only a Tier I Retiree who meets all of the following criteria:

- A. Must have a minimum of five years full-time service with the City; and,
- B. Must retire with CalPERS within 120 days of separation from service with the City; and,
- C. Must have completed a minimum of 20 years full-time verifiable service in a public agency at the time of their separation from the City.

When a Tier I retiree becomes eligible to enroll in the Federal Medicare program and/or any Medicare Supplement plans the Tier I Retiree will not be entitled to the Tier I Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier I retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier I retiree selecting any such option.

Employees hired on or after July 1, 2011, are not eligible to receive benefits under this Section. However, the City Manager shall have the option to authorize benefits under this section for the Police Chief and Fire Chief positions, irrespective of their hire date.

Tier II Retirees - Retirees Hired On or After July 1, 2011 and Not Medicare-Age Eligible

3.02 For employees hired on or after July 1, 2011 ("Tier II Retirees"), the City's contribution towards medical premium rates, if any shall be determined as follows:

The Employer Minimum Contribution for Retirees, plus the differential payment applicable to the Tier II Retiree as follows (collectively, "Tier II Retiree Differential Payment"):

- A. For Tier II Retirees who retire with 10 years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 25% of the Tier I Retiree Differential Payment as outlined in Section 3.01;

- B. For Tier II Retirees who retire with 15 years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 50% of the Tier I Retiree Differential Payment as outlined in Section 3.01;
- C. For Tier II Retirees who retire with 20 years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 75 % of the Tier I Retiree Differential Payment as outlined in Section 3.01;
- D. For Tier II Retirees who retire with 25 or more years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 100 % of the Tier I Retiree Differential Payment as outlined in Section 3.01.

When a Tier II Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier II Retiree will not be entitled to any Tier II Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier II Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier II Retiree selecting any such option. When the Tier II Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or any Tier II Retiree Differential Payment

The benefits provided under this Section shall only be offered through the City to Tier II Retirees who meet all of the following criteria:

- 1. The employee must retire and begin receiving pension benefits from CalPERS within 120 days of separation (either through a service retirement or a disability retirement);
- 2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City;
- 3. Individuals must ensure continuity of coverage through City insurance plans. Termination of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution under this section. Once the City's obligation to provide benefits is terminated, the City shall have no future obligation to provide a retiree with further benefits under this section above the minimum amounts required by law.

3.03 Retirees That Are Medicare-Age Eligible

Beginning with the transition to the PERS Health program, and for retirees that are eligible to enroll in the Federal Medicare program or any Medicare supplemental programs ("Medicare-Eligible Retirees"), the City shall make the Employer Minimum Contribution for Retirees. The City's obligation to make mandatory contributions on behalf of Medicare-eligible retirees shall be limited to the minimum contribution required by law, and only for so long as the City contracts with CalPERS for medical insurance.

The premium cost for any additional insurance coverage selected by the Medicare-Eligible Retirees, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Medicare-Eligible Retiree selecting any such option. When the Medicare-Eligible Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees.

SECTION 4 - RETIREE MEDICAL INSURANCE FOR FIRE DIVISION CHIEFS

- 4.01 The City shall, for an employee who qualifies for the above benefit and chooses to enroll in the HMO medical plan, pay up to the Blue Shield HMO rate each month toward the cost of the employee and their spouse's HMO premium.

The HMO medical plan benefits for retired members and their spouses shall be equal to HMO medical plan benefits afforded active members.

Fire Division Chiefs who were not employed with the City as Fire Captain, Deputy Harbor Master/Boat Captain, or Fire Engineer immediately prior to promotion to Fire Division Chief and are appointed on or after July 1, 2011, are not eligible to receive benefits under this Section and will receive benefits under Section 3.

ARTICLE IV. INSURANCE BENEFITS

SECTION 1 - MEDICAL BENEFITS

- 1.01 The City shall contract with the California Public Employees' Retirement System (PERS) for medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as 1) an enrolled employee and eligible dependents, 2) an enrolled retiree and eligible dependents or 3) a surviving annuitant. The PEMHCA statutory minimum for 2021 is \$143 per month, and changes each year in accordance with Government Code section 22892(b) ("Employer Minimum Contribution for Employee"). Eligible new hires will be covered under this program on the first day of the month following enrollment.

In addition, the City has implemented a flexible spending cafeteria plan ("Cafeteria Plan") in accordance with Internal Revenue Code Section 125 for all active employees. The following health care benefits shall be offered through the Cafeteria Plan: medical, dental (with orthodontia), and vision insurance. Employees participating in the Cafeteria Plan shall receive a monthly flexible spending allowance ("Monthly Allowance") to purchase benefits offered under the Cafeteria Plan. The Monthly Allowances shall be awarded to employees who enroll in the PERS health plan as follows:

Effective January 1, 2021:

EMPLOYEE	EMPLOYEE + 1	FAMILY
\$ 1,000	\$ 1,350	\$ 1,650

Effective January 1, 2022:

EMPLOYEE	EMPLOYEE + 1	FAMILY
\$ 1,200	\$ 1,500	\$ 1,850

Each participating employee shall pay the Employer Minimum Contribution for Employee and the employee's remaining portion of the premium ("Employee Contribution") from the Employee's Monthly Allowance. The Employer Minimum Contribution for Employee and the Employee Contribution together comprise the "Total Mandatory Medical Contribution." After the Total Mandatory Medical Contribution has been made, the employee has the option (a) to waive the other benefits and have the excess Monthly Allowance converted to taxable income or (b) to purchase the other supplementary products. If premiums and/or costs for the selected benefits exceed the Monthly Allowance, the balance will be paid by the employee through an automatic pre-tax payroll deduction, as permitted under Internal Revenue Code Section 125.

Although the Employer Minimum Contribution for Employee may increase as a matter of law, the Monthly Allowance will not increase.

- 1.02 As an added benefit, the City shall pay the cost of life insurance, accidental death and dismemberment insurance, and employee assistance plan premiums for each employee.

SECTION 2 – OPT OUT

Employees may elect to not participate in the PERS Health Plan medical insurance coverage and therefore "Opt Out" of PERS Health insurance coverage. Upon proof of other qualifying group coverage, unit employees may elect to waive PERS Health insurance and receive the monthly flexible spending allowance for which they are eligible (Employee, Employee+1, or Family) to purchase other items in Cafeteria Plan or convert this allowance to taxable income. Effective January 12, 2021, the monthly flexible spending allowance "opt out" amount is frozen at \$800 per month for Employee, \$1,150 per month for Employee Plus One, and \$1,450 per month for Family, based upon eligibility.

The opt-out option will not be provided and shall not be used for the purpose of purchasing either an individual health plan or insurance on the ACA exchange. Such alternative insurance must provide minimum essential health coverage pursuant to the U.S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternative coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

Employees wishing to subsequently re-enroll in the PERS Health plan may only do so during the open enrollment period, unless a qualifying event occurs.

ARTICLE V. SICK LEAVE BENEFITS

SECTION 1 - SICK LEAVE ACCRUAL PLAN

- 1.01 Employees shall be eligible to accrue eight hours of sick leave per month up to a maximum of 2,080 hours over his/her entire career with the City.
- 1.02 An employee who suffers a serious injury or illness may utilize a long-term disability sick leave bank 2,080 non-replenishing hours that shall be available for use following a 30 day qualifying period. During the qualifying period, such employee may use accrued sick leave, vacation leave, holiday leave, authorized professional time, or any other paid leave to provide salary continuation. Any long term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.
- 1.03 The City Manager may require sick leave verification without prior written notice at any time during a sick leave absence.
- 1.04 Accrued sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury.
- 1.05 No employee shall be entitled to use accrued sick leave or long-term disability sick leave to defer the effective date of a disability retirement. This provision shall be construed as a local rule and regulation within the meaning of Section 21025.2 of the Government Code as it now exists or may hereafter be amended.
- 1.06 Fire Division Chiefs, who are assigned to work a 24-hour shift, may accrue a maximum of 130 shifts (3,120 hours) of sick leave with full pay that may be accrued at a rate of six shifts (144 hours) per year based on continuous full-time employment. Such employees who are assigned to work a 4/10, 5/8 or other schedules, may accrue a maximum 2,080 hours of sick leave with full pay that may be accrued at a rate of one day per month for each month of full-time employment up to the maximum limit per year not to exceed 120 hours.
- 1.07 The sick leave plan set forth in this Section shall supersede and make null and void any and all conflicting provision of the Redondo Beach Municipal Code, Section 2-3.514 (d) related to limits of sick leave with pay.

SECTION 2 - FAMILY SICK LEAVE PROGRAM

- 2.01 For family sick leave as defined by State law, each employee may use, in any one fiscal year, 96 hours of Sick Leave or Long Term Disability leave bank, or 50% of his or her annual accrued Sick Leave, whichever is greater.

The leave benefit provided for in this Subsection shall supersede the Emergency Family Sick Leave benefit described in Section 2-3.515 of the Redondo Beach Municipal Code.
- 2.02 The City agrees to allow employees to pre-designate and substitute other family members for those persons defined as immediate family. The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase paid

leave opportunities, but rather to recognize variations in family structure (e.g., substitute a stepmother for mother)

- 2.03 Immediate family shall mean father, mother, father-in-law, mother-in-law, brother, sister, spouse, domestic partner, child, legal dependent, grandparent or grandchild.

ARTICLE VI. HOLIDAYS, VACATION AND OTHER LEAVE BENEFITS

SECTION 1 - HOLIDAYS

- 1.01 The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving
9. The day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

December 22, 27 and 28, 2021, December 22, 27 and 28 2022, and December 22, 27, and 28, 2023 (hereinafter referred to as the "Additional December Holidays") shall be additional paid holidays.

If a holiday falls on a day when the employee's workplace is normally open, the holiday shall be observed on that day. If a holiday falls on a day when the employee's workplace is normally closed, the holiday shall generally be observed on the nearest day when the employee's workplace is open. For example, if a holiday falls on a Friday when City Hall is normally closed for business, the preceding Thursday will be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Days observed as a holiday are Observed Holidays.

- 1.02 Departments or Divisions with seven day and/or 24-hour work schedule requirements may schedule holidays on days other than the actual holiday with approval of the City Manager. At the end of each calendar year, any unused holidays shall be converted to vacation leave and subject to the provisions of vacation leave.
- 1.03 Fire Division Chiefs shall earn 144 hours of Holiday Leave per completed calendar year of employment with the City as Fire Division Chief.

SECTION 2 - VACATION

2.01 Except as otherwise provided in this Section, employees shall accrue vacation as follows:

YEARS OF SERVICE COMPLETED	ANNUAL ACCRUAL RATE	MAXIMUM ACCRUAL
1 through 5	96 hours	240 hours
6 through 14	128 hours	320 hours
15 or more	168 hours	400 hours

2.02 Employees assigned to the position of Fire Division Chief shall accrue vacation as follows:

YEARS OF SERVICE COMPLETED	ANNUAL ACCRUAL RATE	MAXIMUM ACCRUAL
1 through 5	135 hours	270 hours
6 or more	216 hours	400 hours

2.03 Executive Level and Executive Level department head employees appointed to his/her position before July 1, 2012 may accrue vacation up to a maximum equal to their accrual for the preceding three year period.

2.04 Executive Level department head employees appointed to his/her position on or after July 1, 2012 accrue vacation as detailed in Section 2.01.

2.05 It is the City's policy that vacation shall be used annually. Should any employee not use vacation, accrual will cease at the maximum accrual set forth above until vacation is used to bring the employee's balance below the minimum. At no time shall an employee be entitled to accrue vacation in excess of the maximum.

2.06 Employees may cash out up to a maximum of 60 hours of accrued vacation per fiscal year. Employees may cash out once or twice per fiscal year, but in no event shall the cash out exceed 60 hours in a fiscal year.

2.07 At the discretion of the City Manager, employees who are hired from another public agency may be credited with time served in other public agencies as years of service completed for purposes of establishing their vacation accrual rate.

2.08 At the discretion of the City Manager, Executive Level employees may be credited with or allowed to accrue vacation at any level as outlined in 2.01 above.

SECTION 3 - AUTHORIZED PROFESSIONAL TIME (APT)

- 3.01 The City Manager may grant time off with pay, not to exceed 124 hours per calendar year for Executive Level employees; 88 hours per calendar year for Management and Confidential employees; and 72 hours per calendar year for Fire Division Chiefs, in the form of Authorized Professional Time to those employees who are exempt from the payment of overtime and who regularly work extra hours, attend evening meetings, and/or are required to participate in job related weekend activities or functions for which they do not receive paid overtime. The actual number of days an employee may be granted shall be determined by the City Manager. Effective January 1, 2021 and in relation to the ongoing Covid-19 emergency, employees will be allowed a one-time carry over of a maximum of 27 hours of unused APT time from calendar year 2020 into calendar year 2021. The City recognizes that APT time is use it or lose it. All APT time earned in 2021 (including that which is carried over from 2020) must be used by the last pay period in December 2021 or it will be forfeited.

SECTION 4 - RETIREMENT HEALTH SAVINGS PLAN

- 4.01 The City offers a retirement health savings (RHS) Plan. This employer-sponsored health benefit savings vehicle allows employees to accumulate assets to pay for medical expense for the employee, spouse, and/or dependents (e.g., health insurance and prescriptions) upon retirement on a tax-free basis.
- 4.02 Employees participate in the RHS plan as follows:
- A. Upon Separation/Retirement: deposit of value of accrued vacation hours in excess of 120 hours to the RHS plan.
 - B. Regular Contribution of Vacation: when employee reaches 144 hours of accrued vacation, a mandatory contribution of vacation will be made per the following schedule:

YEARS OF SERVICE	HOURS PER PAY PERIOD	HOURS ANNUALLY
1-5	1.0	26
6-14	1.5	39
15-19	2.0	52
20+	3.0	78

SECTION 5 - BEREAVEMENT LEAVE

- 5.01 Each employee shall receive 27 hours of bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's parent, grandparent, child, step-child, grand-child, spouse, domestic partner, legal dependent, sister or brother or with approval by Human Resources, a substitute family member for a person defined above.

ARTICLE VII. OTHER MATTERS

SECTION 1 - PROBATIONARY PERIOD

- 1.01 An employee appointed to a position in the Classified Service shall serve a probationary period of 12 months. An employee absent from work for any reason, for more than 160 hours during their probationary period shall have their probationary period extended for the number of hours that equals the total hours absent from work. For example, an employee absent 161 hours during their probationary period shall serve an additional 161 hours before successfully completing their probationary period.

SECTION 2 - OUTSIDE EMPLOYMENT

- 2.01 An employee shall not be employed by an employer other than the City, nor shall he/she contract for or accept anything of value in return for services provided, nor shall he/she otherwise be self-employed for remuneration, without the written approval of the City Manager. The City Manager has sole discretion with respect to any employee request for outside employment, and his/her decision to approve or not approve outside employment is final.

An employee seeking permission to perform outside employment shall apply in writing to the City Manager on the form provided by the City. If outside employment is initially approved, such approval may be revoked, provided that the employee shall receive at least 14 days advance notice in writing of such revocation.

SECTION 3 - DIRECT DEPOSIT

- 3.01 All employees shall be required to receive their pay through the City's direct deposit pay system.

SECTION 4 - SAVINGS CLAUSE

- 4.01 The provisions of the Resolution are declared to be severable and if any article, section, subsection, sentence, clause or phrase contained herein shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, subsections, sentences, clauses or phrases of this Resolution, but they shall remain in full force and effect. It is the intent of the City this Resolution stand notwithstanding the invalidity of any part hereof.

SECTION 5 - IMPLEMENTATION AND DURATION

- 5.01 Except as otherwise provided herein, this Resolution shall be in full force and effect beginning January 12, 2021 and shall remain in full force and effect until amended, repealed or superseded by action of the City Council.

RESOLUTION NO. CC-2101-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$31,100 FROM THE UNASSIGNED GENERAL FUND BALANCE FOR THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES PAY AND BENEFITS PLAN

WHEREAS, the previous Pay and Benefits Plan for Management and Confidential Employees was last updated on July 16, 2019; and

WHEREAS, the updated Pay and Benefits Plan will provide a \$500 one-time payment and increases to health contributions for each of the 31 employees in the Management and Confidential employee group; and

WHEREAS, said payment requires a one-time appropriation of \$31,100 from the FY 2020-2021 Unassigned General Fund balance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That \$31,100 shall be appropriated from the Unassigned General Fund Balance for the increases to health contributions and one-time payment of \$500 to each of the 31 active members of the Management and Confidential Group.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2020-2021 in accordance with the above modification.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter the same into the original Book of Resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2021.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2101-007 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 12th day of January, 2021, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

N.4., File # 21-1922

Meeting Date: 1/12/2021

To: MAYOR AND CITY COUNCIL
From: MIKE WEBB, CITY ATTORNEY

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT WITH CITY NET TO CONDUCT A CENSUS COUNT OF PEOPLE EXPERIENCING HOMELESSNESS IN REDONDO BEACH AND TO PROVIDE A HOMELESS NAVIGATOR FOR NORTH REDONDO FOR SIX MONTHS.

APPROVE AN AGREEMENT WITH CITY NET TO CONDUCT A CENSUS COUNT OF PEOPLE EXPERIENCING HOMELESSNESS IN REDONDO BEACH AND TO PROVIDE A HOMELESS NAVIGATOR FOR NORTH REDONDO FOR SIX MONTHS

EXECUTIVE SUMMARY

The Administrative Report and proposed contract with City Net will be forthcoming as a Blue Folder item.

APPROVED BY:
Joe Hoefgen, City Manager



Administrative Report

N.5., File # 20-1734

Meeting Date: 1/12/2021

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING INCLUSIONARY HOUSING ORDINANCE TO DETERMINE PARAMETERS

EXECUTIVE SUMMARY

The City Council has expressed interest in having an Inclusionary Housing Ordinance prepared. City Council approved the contract with Veronica Tam and Associates, Inc. for the preparation of the Housing Element Update and Inclusionary Housing Ordinance at the October 20, 2020 meeting and the contract has since been executed. The contract scope includes subconsultant services by Keyser Marston Associates (KMA) to conduct a financial feasibility analysis for inclusionary housing parameters.

The housing consultant Veronica Tam attended the November 10, 2020 City Council meeting to provide an introduction on the inclusionary housing concept, where she described inclusionary housing program basics, including process and parameters for consideration, and the relationship with the Housing Element and RHNA.

As explained at that November 10th meeting, the next step in the process is to set the parameters to be considered in the ordinance. The consultant and subconsultant will provide a presentation on the parameter setting to guide the discussion with the City Council.

BACKGROUND

The City of Redondo Beach is preparing to update its current Housing Element for the 2021-2029 planning period, as mandated by State law. Additionally, the City Council has expressed interest in having an Inclusionary Housing Ordinance prepared. Although this type of ordinance is expected to be eligible for a CEQA exemption, there is typically a financial feasibility analysis that accompanies an Inclusionary Housing Ordinance to ensure that the requirements established in the ordinance are justifiable and in accordance with State housing laws. City Council approved the contract with Veronica Tam and Associates, Inc. for the preparation of the Housing Element Update and Inclusionary Housing Ordinance at the October 20, 2020 meeting and the contract has since been executed.

The first step with the consultant was the introductory meeting, which was done at the November 10, 2020 City Council meeting. At that meeting, the housing consultant described inclusionary housing program basics, including process and parameters for consideration, and the relationship with the

Housing Element and RHNA. A copy of the presentation from that discussion item is included in the agenda packet, however, the minutes from that meeting are not yet available.

An additional meeting is being held to establish the basic parameters for the subconsultant to evaluate for feasibility. The full scope of work is included in the attached proposal that was approved with the contract at the October 20, 2020 City Council meeting.

Kathe Head from the subconsultant KMA will present the parameters to be set, such as percentage affordable, level of affordability, in lieu fee amounts, etc. and describe the various ranges and implications for those parameters. A survey of other municipalities that have inclusionary ordinances is included in the agenda packet to demonstrate what the different parameters and ranges are currently being implemented throughout the State, and this information will be discussed during the presentation. The goal of the discussion is for City Council to provide the preferred parameters for KMA to evaluate in order to test the feasibility of those levels.

COORDINATION

The Community Development Department collaborated with Veronica Tam and Associates, Inc and Keyser Marston Associates to prepare for this agenda item.

FISCAL IMPACT

The cost associated with the preparation of the Inclusionary Housing Ordinance is included in the current contract for this service with Veronica Tam and Associates, Inc. that was approved by the City Council on October 20, 2020. The funding sources for the preparation of the Inclusionary Housing Ordinance is \$55,250 funded through the General Plan Maintenance Fund.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Executed Contract with Veronica Tam and Associates, Inc. Approved by City Council October 20, 2020

Inclusionary Housing Presentation from November 10, 2020 City Council Meeting

Inclusionary Housing Survey prepared by KMA

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND VERONICA TAM & ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Veronica Tam & Associates, a California S corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of

Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

4. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.
5. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
6. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
7. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
8. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make

copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

9. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
10. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
11. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the

deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

- b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
12. 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.
13. 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.
14. 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.
15. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

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

shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

17. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
18. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
19. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
20. 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.
21. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
22. Time of Essence. Time is of the essence of this Agreement.
23. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
24. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
25. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

26. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
27. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
28. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
29. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
30. 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.
31. 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.
32. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 20th day of October, 2020.

CITY OF REDONDO BEACH

DocuSigned by:
William C. Brand
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William C. Brand, Mayor

VERONICA TAM & ASSOCIATES, INC.
A CALIFORNIA S CORPORATION

DocuSigned by:
Veronica Tam
3ED8E50E8A004B1...

By:
Name: Veronica Tam
Title: Principal

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Risk Manager Diane Strickfaden

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant shall perform the following duties:

TASK 1 – PROJECT ADMINISTRATION AND COORDINATION

Veronica Tam & Associates (VTA) shall work with City staff and coordinate with the General Plan consultant as necessary to achieve Housing Element adoption on time (by October 15, 2021 or within the 120-day grace period, which will likely be utilized). Regular progress updates with City staff shall occur. These meetings shall be conducted via audio/video conferencing.

TASK 2 – HOUSING ELEMENT ASSESSMENT

Task 2.1 – Evaluation of the 2013-2021 Housing Element

As an initial task to the Housing Element update, VTA shall review and evaluate the City's progress in implementing the programs in the City 2017 Midterm Review of the 2013-2021 Housing Element and recommend changes in programs and objectives needed. The City's 2019 Housing Element Annual Progress Report (APR) is a good starting point for this evaluation.

Task 2.2 – Needs Analysis

The Housing Needs Assessment shall contain the following topics to satisfy Government Code Section 65583(a) requirements:

- Demographics, income, and employment trends;
- Household characteristics;
- Housing stock characteristics;
- At-risk housing analysis; analysis of special housing needs; and
- Affirmatively furthering fair housing analysis.

Most recently, HCD released a Technical Memo for AB 686 (Affirmatively Furthering Fair Housing). VTA shall consult this memo and HCD staff to ensure this new requirement is adequately addressed in the Housing Element update.

Task 2.3 – Sites Inventory and Analysis

The 6th Cycle RHNA is significant for the entire region. The City's draft RHNA is 2,483 units, doubled the City's 5th cycle RHNA. This Housing Element update would require significant efforts to identify additional sites with sufficient capacity for the increased RHNA, taking into considerations the adequate sites requirements under new Housing Element laws (SB 166, AB 1397, etc.). Specifically, HCD recommends a 20 percent buffer to accommodate the No Net Loss requirements.

VTA shall begin with the City's 2017 Housing Element Midterm Review sites inventory and remove parcels that are no longer available for development due to recent development/improvements or change in circumstance. VTA shall then identify additional sites to meet the RHNA. Identification of adequate sites for the RHNA require coordination with the General Plan consultant. The proposed Land Use Policy for the General Plan update may need to be adjusted in order to provide adequate sites for the RHNA.

Task 2.4 – Housing Constraints and Opportunities

VTA shall identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Redondo Beach. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. With the anticipated need to designate additional capacity for residential uses, the impacts of Measure DD would have to be analyzed as a potential constraint.

New Housing Element laws require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors.

In addition to the sites inventory, VTA shall also discuss other resources such as funding available and partnership opportunities, as well as opportunities for energy conservation.

Task 2.5 – Housing Implementation Plan

Based upon the analyses and research conducted in the previous tasks, VTA shall update the Housing Element. For each program included in the Housing Element, VTA shall establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs shall satisfy requirements of Government Code Sections 65583(b) and (c). Several new programs are mandated:

- Program to incentivize Accessory Dwelling Units
- Program to address impediments to fair housing

TASK 3 – COMMUNITY PARTICIPATION (4 MEETINGS)

During the development of the Housing Element, the City is required to conduct outreach for community participation. The Housing Element shall summarize outreach activities and public participation efforts conducted as part of the General Plan Update that are relevant to the Housing Element. In addition, the budget and scope include the following:

- GPAC (1 Meeting) – To discuss with GPAC members regarding the Land Use Alternative and the need for adequate capacity for the RHNA
- Planning Commission and City Council (3 Meetings)
 - Housing Element Kickoff (2 Meetings) - To discuss the Housing Element update, new requirements, and potential challenges for the Redondo Beach Housing Element before the Planning Commission and City Council. Agencies and organizations serving low and moderate income residents and special needs groups, developers, and community stakeholders will be invited to these meetings.
 - Review of Draft Housing Element (1 Meeting) – To review the Draft Housing Element with the Planning Commission prior to submittal to HCD for review

Agencies and organizations serving low and moderate income residents and special needs groups, developers, and community stakeholders will be invited to these public meetings.

TASK 4 – REVIEW AND APPROVAL OF HOUSING ELEMENT AMENDMENT

Task 4.1 – Staff Review of Draft Housing Element

With the analyses conducted in the previous tasks, VTA shall comprehensively update the City's 2017 Midterm Review Housing Element for the 2021-2029 cycle. A Screendraft Housing Element shall be prepared for staff review.

Task 4.2 – Public Review Draft Housing Element

VTA shall revise the Screendraft Housing Element, responding to staff comments to formulate the Public Review Draft. VTA recommends presenting this Draft Housing Element to the Planning Commission prior to submitting for HCD review (see Task 3). VTA shall revise the Public Review Draft Housing Element to reflect any changes desired by the Planning Commission and respond to public comments.

Task 4.3 – HCD Submittal and Review

HCD review of the Draft Housing Element is mandatory. During the review, VTA shall work to address all HCD comments. VTA shall communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element shall be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification would be contingent upon adopting the Housing Element as revised and reviewed by HCD, and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process again.

Task 4.4 – Adoption Public Hearings (2)

Upon completion of HCD review, VTA shall conduct two public hearings one before the Planning Commission and one before the City Council for the adoption of the Housing Element.

Task 4.5 – Final Housing Element and State Certification

After the City Council adoption hearing, VTA shall package a Final Adopted Housing Element, along with the signed resolution, and send to HCD for its final 90-day review. VTA shall follow through with assisting the City in achieving State certification of the Housing Element.

TASK 5 – CEQA CLEARANCE

The Housing Element shall proceed before the General Plan Update. However, all redesignation of sites shall occur as part of the General Plan Update. Therefore, it is assumed the Housing Element shall be able to obtain CEQA clearance via a Negative Declaration or Mitigated Negative Declaration.

VTA will subcontract the CEQA services through ESA. ESA shall provide the following CEQA services for a not to exceed amount of \$18,290:

Scope of Work ESA – CEQA Clearance

ESA anticipates that an Initial Study/(M)ND shall be adequate to provide for CEQA clearance of the Project. While not expected, should it be determined that the Project's potential environmental effects could be significant and cannot be reduced to less than significant levels, and thus potentially require the preparation of an EIR, ESA shall immediately notify the Veronica Tam & Associates and the City (Project Team).

In accordance with CEQA requirements, ESA shall complete the environmental review process for the Project through preparation of an IS/(M)ND with the City of Redondo

Beach as the Lead Agency. The following tasks are required for the timely completion of the environmental review process:

Task 5.1 – Collect Data/Prepare Project Description

ESA shall attend a kickoff meeting with City staff and the Project Team prior to commencing work on the environmental document. Subjects for review and discussion at the meeting shall include, but not be limited to:

- finalize project description details;
- identify any prior environmental documentation that may be relevant to the Housing Element Update;
- identify project databases, sources of information, and key contacts; and
- identify key issues known to be of concern to agencies, interest groups, and the public.

It is assumed that the City shall provide any site-specific studies prepared to date, exhibits, project description details, and materials for development of the environmental document at the kick-off meeting. If additional data is required, ESA shall submit a memo detailing data needs to the City with recommendations on how best to fill them.

ESA shall prepare a draft (M)ND Project Description, with input from the Team, for City review, which shall include: a project location map; a description of the regional and local setting; the housing element history; planning context; population and housing characteristics and trends; and opportunity sites, if any. ESA assumes the necessary amendments shall be included as part of the City's General Plan Update that is currently underway. The Project Description shall be used as the basis for preparing the City's Initial Study Checklist, which is described below. Upon receipt of the City's consolidated comments, ESA shall make necessary changes to the Project Description and submit for the City's final review and approval.

Deliverables:

- Data Needs Memorandum, if needed (electronic submittal)
- Draft and Final Project Description to City for review and approval (electronic submittal)

Task 5.2 – Prepare Initial Study/(M)ND Package

The documentation necessary for completion of the Initial Study/(M)ND shall consist of the City's Initial Study Checklist form accompanied by an Explanation of Checklist Determinations and the Project Description cited above. The Initial Study Checklist is comprised of a number of technical questions under 19 issue areas, each of which must be addressed with supporting data, evidence, and logic based analysis. The Explanation of Checklist Determinations shall substantiate why each of the environmental issues included within the Initial Study Checklist shall not result in significant and unavoidable impacts to the environment. Given the nature of the Housing Element Update, it is anticipated that most issue areas would result in less than significant or no impacts as the Housing Element Update shall lay the groundwork for the City to provide the housing necessary to comply with the RHNA allocation, thereby increasing the housing stock as required. While ESA does not anticipate the need for extensive analysis of environmental issues in light of the nature of the Project, sufficient analysis based on information received in Task 1 shall be provided to satisfy the requirements of CEQA. The following CEQA issue areas would be discussed in the IS/(M)ND:

Aesthetics: ESA shall discuss the visual character of the City and the potential visual and aesthetics impacts to surrounding land uses as a result of implementation of the Housing Element Update.

Agricultural and Forestry Resources: There are currently no agriculture or forest resources in the City. Thus, it is anticipated that this analysis of this environmental topic would not result in impacts.

Air Quality: The air quality impact analysis shall include a general discussion of potential temporary, short-term (i.e., construction) air pollutant effects. ESA shall discuss short-term emissions attributable to development anticipated under the housing element and quantitatively assess the proposed project. Projected construction emissions shall be discussed based on construction data (e.g., assumed duration of construction, amount of land to be disturbed/graded, typical types of equipment to be used) for the proposed housing sites. Longterm (i.e., operational) air pollutant emissions, including stationary, area, and mobile source emissions shall be assessed. Regional mobile source emissions shall be estimated based on trip generation data from the transportation analysis. With respect to GHG emissions associated with future development under the housing element, ESA shall evaluate consistency with applicable strategies to reduce GHG emissions.

Biological Resources: The City of Redondo Beach is primarily developed. Given that development would likely occur in already urban areas, it is unlikely that there would be significant impacts associated with this topic. Nevertheless, the IS/MND shall consider the Housing Element Update's impact on biological resources, including direct and indirect impacts that could arise and identify appropriate mitigation, if necessary.

Cultural Resources: ESA shall identify and evaluate the potential impacts to cultural resources associated with the Housing Element Update and identify appropriate mitigation measures, if necessary. ESA shall rely in part on information provided in any previous studies done within the City of Redondo Beach to evaluate the cultural context. In addition, ESA shall conduct a cultural resources investigation to assess potential impacts to cultural resources associated with opportunity sites, if such are identified. A desktop geoarchaeological review to assess subsurface sensitivity for archaeological resources shall be conducted. Historic architectural resources shall be identified through a record search and any other available information. The results of the archaeological records search, geoarchaeological review, and historic database review shall be summarized in the IS/(M)ND. ESA shall further request a Sacred Lands File search from the Native American Heritage Commission (NAHC) to determine if any Native American traditional/cultural sites are located within the City. In consultation with the City, ESA shall prepare SB 18 and AB 52 letters in anticipation of a General Plan amendment and the preparation of a CEQA document, respectively. ESA assumes no cultural resources survey shall be conducted. ESA also assumes the City shall not require tribal assistance beyond the preparation of the letters.

Energy: ESA shall consider the increase in energy resources associated with the implementation of the Housing Element Update. This analysis shall consider the potential for any significant direct, indirect, and cumulative energy impacts, and associated mitigation measures. The section shall be closely coordinated with the

Project Description and GHG analysis to ensure the project and associated environmental effects are consistently characterized.

Geology and Soils: ESA shall conduct analyses of the potential impacts associated with geology and soils based on available public information, information in the General Plan, and any information provided by the City. In addition, with regard to paleontological resources, which are analyzed under the geology and soils topic, ESA shall conduct background research on the project area. ESA shall also discuss the potential impacts to paleontological resources and provide any necessary mitigation.

Greenhouse Gas Emissions: As discussed above under the Air Quality topic, ESA shall evaluate potential GHG impacts associated with the implementation of the Housing Element Update including the potential for any significant direct, indirect, and cumulative impacts. The section shall be closely coordinated with the Project Description and Air Quality analysis to ensure the Housing Element Update and associated environmental effects are consistently characterized.

Hazards and Hazardous Materials: ESA shall evaluate the potential for hazards and hazardous materials impacts associated with the implementation of the Housing Element Update, and identify mitigation measures, if necessary. ESA shall rely in part on information provided in any previous studies done within the City of Redondo Beach as well as other available information to evaluate the potential for hazards and hazardous materials.

Hydrology and Water Quality: ESA shall evaluate whether the implementation of the Housing Element Update would result in any direct or indirect physical changes to the environment as it relates to hydrology and water quality and whether the Housing Element Update would change programs or policies related to hydrology or water quality.

Land Use and Planning: The analysis of land use impacts shall evaluate the Housing Element Update's consistency with existing land use plans and zoning. This section shall discuss the existing land use and planning setting and the potential for environmental impacts associated with the Housing Element Update and identify mitigation measures, where appropriate. Any amendment needed to implement the Housing Element Update shall be evaluated through the General Plan Update process.

Mineral Resources: ESA shall describe that the Housing Element Update would not result in direct or indirect physical changes to the environment that would affect mineral resources.

Noise: ESA shall prepare a noise analysis that shall describe the noise impacts resulting from construction and on-site noise levels associated with existing and future traffic on local roadways. ESA shall rely on long-term noise data in the General Plan to the extent possible. The impacts of the project's noise and vibration levels shall be determined relative to the City's applicable noise level criteria in its Noise Control Ordinance and General Plan Noise Element.

Population and Housing: The Housing Element Update shall include programs to increase housing development within the City of Redondo Beach and, as a result, it is anticipated that this Update would increase population. ESA shall evaluate the potential

for the Housing Element Update to directly or indirectly induce population, housing, and employment growth within the City. The evaluation shall identify the existing population, housing, and employment conditions with reliance on the General Plan, other City sources, Census 2010 data, and associated projections for population, housing, and employment, including those provided by SCAG and evaluate the Housing Element Update's effects relative to projected population, housing, and employment to determine any conflicts related to growth, particularly those that would translate to significant physical impacts on the environment.

Public Services/Recreation: The Housing Element Update would include proposed programs that would increase population growth and demand for public services, including fire protection, police protection, schools, parks/recreation, and other public facilities such as libraries, in the City of Redondo Beach. ESA shall evaluate whether implementation of the of the Housing Element Update would result in any direct or indirect physical changes to the environment that would affect public services.

Transportation and Circulation: The Housing Element Update has the potential to increase population growth and the use of transportation services. While CEQA section 15064.3 requires an evaluation of Vehicle Miles Traveled (VMT), this analysis is required for development projects and transportation projects, and the adoption of the Housing Element Update would not be considered as either a development or transportation project. Thus, the evaluation shall consider consistency with applicable programs, plans, ordinances, or policies addressing the circulation system and whether the Housing Element Update would result in an increase in hazards or impacts to emergency access.

Tribal Cultural Resources: While AB 52 is the responsibility of the lead CEQA agency, ESA shall assist the City in preparing AB 52 letters. ESA assumes that the City shall conduct consultation with tribal representatives who have requested notification of projects within the City pursuant to California Public Resources Code Section 21080.3.1 (Assembly Bill 52). ESA shall document the results of the City's consultation in the Tribal Cultural Resources discussions. ESA is available to assist with consultation if so requested by the City under a separate scope and cost.

Utilities and Service Systems: The Housing Element Update would include proposed programs that would increase population growth and demand for utilities and services systems, including water, wastewater, stormwater drainage, electric power, natural gas, telecommunication systems, and solid waste, in the City of Redondo Beach. ESA shall evaluate whether implementation of the of the Housing Element Update would result in any direct or indirect physical changes to the environment as it related to utilities and service systems.

Wildfire: The City of Redondo Beach is not located within a California Department of Forestry and Fire Protection (CAL FIRE-defined Fire Hazard Severity Zone) Very High Fire Hazard Severity Zone. ESA shall evaluate whether the implementation of the Housing Element Update would result in any direct or indirect physical changes to the environment as it relates to wildfire.

Upon completion of the Initial Study/(M)ND, ESA shall submit the document to the City for review. ESA shall incorporate revisions to the document based on the single set of consolidated City comments. Upon incorporation of City revisions, ESA shall prepare a proof-check of the Initial Study/(M)ND package for City review. Upon finalization of the

Initial Study/(M)ND package, ESA shall provide a public review Draft (M)ND for City use. The City or ESA shall prepare and circulate the Notice of Intent to Adopt an (M)ND to Responsible Agencies, trustee agencies, other interested parties and the County Clerk as mandated by CEQA. In addition, ESA assumes the City shall arrange for publication of the notice in a newspaper of general circulation pursuant to CEQA Guidelines Section 15072(b)(1). It is assumed that posting of the NOC would be provided at City Hall and/or on the City Website, and would be posted by the City. This scope of work assumes ESA shall be responsible for the distribution of the IS/MND to the State Clearinghouse, agencies, interested organizations, and selected public libraries. This notice shall start the 30-day review period for the proposed (M)ND.

Deliverables:

- Draft Initial Study/(M)ND for City review (1 electronic copy)
- Proof-Check Draft Initial Study /(M)ND for City Review (1 electronic copy)
- Public Review Draft MND (1 electronic copy)

Task 5.3 – Prepare Final Initial Study/(M)ND

Upon completion of the public review period mandated by CEQA, ESA shall respond to comments on the IS/(M)ND and shall revise the document if necessary. The Responses to Comments shall be included in the Final MND, or as a standalone document. Public reaction to the IS/(M)ND cannot be predicted with accuracy and could range from a small number of largely positive comments to a substantial number of technical and/or strongly negative comments. In light of the fact that the City shall have involved the public during the preparation of the Housing Element Update, it is assumed that comments on the environmental document shall be light. If the Housing Element Update is approved and the IS/(M)ND is adopted, ESA shall prepare a Notice of Determination (NOD) consistent with Appendix D of the State CEQA Guidelines or in a format typically used by the City. Upon approval, ESA shall file the notice with the County Clerk within 5 working days. It is assumed that the City will provide any necessary filing fees. Filing of the NOD starts a 30-day statute of limitations for CEQA challenges on the Housing Element Update. ESA shall attend up to two (2) public hearings regarding the IS/(M)ND during the process.

Deliverables:

- Draft - Final MND for City review (1 electronic copy)
- Proof-Check – Final MND for City Review (1 electronic copy)
- Final MND (1 electronic copy)
- Notice of Determination

Cost – CEQA Clearance

Summary of Proposed Fees for IS/(M)ND

Task	Task Description	Fees	
		ND	MND
1	Collect Data/Prepare Project Description	\$3,010	\$3,010
2	Prepare Initial Study/MND Package	\$9,050	\$11,270
3	Prepare Final MND	\$2,780	\$3,010
	Subtotal ESA Labor	\$14,840	17,290
	Subtotal Direct Expenses	\$1,000	\$1,000
	TOTAL COST ESTIMATE	\$15,840	\$18,290

TASK 6 – INCLUSIONARY HOUSING ORDINANCE

Task 6.1 – Financial Feasibility Study

VTa will subcontract the Inclusionary Housing duties to Keyser Marston Associates (KMA). KMA shall conduct a feasibility study to test various parameters for the program, such as:

Ownership versus rental units

- Housing unit type
- Project size threshold
- Percent of requirement
- Income distribution of required affordable units

The KMA study shall also include a summary of recently adopted inclusionary housing programs in the State and compare the various parameters used in these programs. The cost for the KMA analysis shall be \$39,200 and cover the following scope:

Scope of Work KMA – Inclusionary Housing Financial Feasibility Study

The purpose of the KMA analysis shall be to evaluate the financial feasibility of imposing inclusionary housing requirements on the following types of new residential development within Redondo Beach:

1. Single family homes;
2. Condominiums; and
3. Apartment projects.

For analysis purposes, KMA shall create prototype developments for each of the three identified housing types. These prototypes shall be developed in consultation with the City staff, and they shall be representative of project types currently being developed in Redondo Beach.

The foundation of the Financial Evaluation shall be a market analysis, affordability gap analyses, and the use of KMA's proprietary pro forma models. KMA shall also review the City's anticipated Regional Housing Needs Assessment (RHNA) targets to gain an

understanding of the existing unmet need for affordable housing at varying income levels. The RHNA information and the results of financial feasibility testing will inform the recommendations regarding the percentage of affordable housing and the depth of affordability to be included in an inclusionary housing program.

The Financial Evaluation shall include be used to assist in recommending the following inclusionary housing program characteristics:

1. The threshold project size that will trigger the inclusionary requirements;
2. The percentage of affordable units that will be required to be provided;
3. The income and affordability restrictions that will be imposed;
4. The comparability standards that will be imposed on inclusionary units;
5. The treatment of inclusionary requirements that result in fractional units;
6. The supportable in-lieu fee payment amounts given the affordability gaps associated with the prototype residential types being evaluated;
7. Off-site alternatives to developing the inclusionary units on site within a market-rate project; and
8. Identification of project types that may be exempt from the inclusionary housing requirements.

In addition, KMA shall conduct a comparative analysis of the salient characteristics of other inclusionary housing policies and undertake a survey of the programs adopted throughout California. The purpose of the comparative analysis is to identify characteristics of inclusionary housing programs that are typically imposed. The results shall be used by KMA to identify the best practices being employed. This information shall provide context for the inclusionary housing program parameters to be recommended to the City.

DELIVERABLE PRODUCTS

FINANCIAL EVALUATION

As part of the Financial Evaluation, KMA proposes to deliver the following work products to the City:

1. The major assumptions to be applied in the pro forma analyses shall be identified.
2. A draft report shall be prepared that shall be supported by tables, data and other materials relevant to the analysis.

INCLUSIONARY POLICY RECOMMENDATIONS

KMA proposes to set forth policy recommendations that shall be based on the results of the Financial Evaluation, and the following other sources of information:

1. The City's zoning documents, including the anticipated RHNA targets;
2. The City's affordable housing planning documents;
3. Community input;
4. The best practices identified in the survey of existing inclusionary housing programs; and

5. Ongoing discussions with City staff.

The policy recommendations memorandum shall be organized as follows:

1. The findings of the Financial Evaluation shall be summarized.
2. The components of the recommended policies shall be identified. The following policy recommendations for ownership and rental housing development shall be included:
 - a. The financially feasible income targeting to be imposed;
 - b. The percentage of housing units that should be set aside as inclusionary housing units;
 - c. The alternatives to on-site inclusionary housing development that should be allowed by right and those that should require approval by the City Council;
 - d. The role that the California Government Code Section 65915 – 65918 density bonus should play in establishing income and affordability requirements for the City's inclusionary housing program; and
 - e. The implementation and administrative tools that should be created by the City after an inclusionary housing program is adopted.
3. The recommendations implementation package shall be described.
4. Case studies shall be presented that compare the inclusionary housing options that could potentially be applied to hypothetical projects.

PROPOSED TIMING/BUDGET

KMA proposes to complete the draft Financial Evaluation report and Policy Recommendations memorandum within eight weeks of receiving authorization from the City to proceed and the necessary background data from the City. In the following table KMA has provided an estimated fee for each task included in this proposal.

Task	Budget
Inclusionary Housing: Financial Analysis Report	\$27,400
Policy Recommendations Memorandum	\$9,000
Meetings/Presentations	\$2,800
Total	\$39,200

The fee for the individual tasks may vary from these estimates, but the total budget shall not be altered unless the work scope is expanded beyond the parameters identified in

this proposal. The preceding budget includes up to 10 hours of in-person/virtual meeting time with City staff, Planning Commission and City Council.

It is important to note that if the scope of services changes materially, and/or the in-person/virtual meeting time requested by the City exceeds 10 hours, the budget will need to be adjusted accordingly. If once the project has started, KMA believes that the budget could be exceeded, KMA will contact the City immediately for further direction.

Task 6.2 – Public Meetings (5)

VTA has included up to five meetings to discuss the inclusionary housing program with the Planning Commission and City Council:

- Introductory meeting – inclusionary housing program basics, including process and parameters for consideration, and relationship with the Housing Element and RHNA
- Parameters setting – discussions to establish basic parameters for KMA to test feasibility
- Recommendation – KMA to report on findings of study and recommend parameters for City ordinance
- Public hearings (2) – for adoption of ordinance

Task 6.3 – Ordinance Preparation

Based on Council direction (after completion of KMA study), VTA shall draft the Inclusionary Housing Ordinance for the City. Two rounds of revision are anticipated to address staff comments. The budget and scope do not include legal review the Draft Ordinance.

It is assumed that the City may claim exemption status under CEQA for the Inclusionary Housing Ordinance. Therefore, the scope and budget do not include CEQA documentation for the Ordinance.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. This Agreement shall commence on October 20, 2020 and shall continue until June 30, 2022, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

1. Amount. The total cost for services contained herein shall not exceed \$161,950, and shall include the following:
 - a. Housing Element Preparation - \$88,410
 - b. CEQA for Housing Element - ESA - \$18,290
 - c. Inclusionary Housing Ordinance - \$55,250
 - KMA - \$39,200
 - VTA - \$16,050

	Task	Tam \$ 170	Planners \$ 110	Plnrs/ GIS \$ 100	Other	VTA Total
Task 1:	Project Administration and Coordination					
	Project Administration and Coordination	40	20			\$ 9,000
Task 2:	Housing Element Assessment					
Task 2.1:	Evaluation of the 2013-2021 Housing Element	4	16			\$ 2,440
Task 2.2:	Needs Analysis	16	60	8		\$ 10,120
Task 2.3:	Sites Inventory and Analysis	40	60	20		\$ 15,400
Task 2.4:	Housing Constraints and Opportunities	24	60	4		\$ 11,080
Task 2.5:	Implementation Program	8	12			\$ 2,680
Task 3:	Community Participation (4 Meetings)					
	GPAC (1 Meeting)	8	12			\$ 2,680
	Planning Commission and City Council (3 Meetings)	24	24	6	\$ 500	\$ 7,820
Task 4:	Review and Approval of HE Amendment					
Task 4.1:	Staff Review Draft Housing Element	16	40	8		\$ 7,920
Task 4.2:	Public Review Draft Housing Element	8	20			\$ 3,560
Task 4.3:	HCD Submittal and Review	40	40	8		\$ 12,000
Task 4.4:	Adoption Public Hearings (2 meetings)	12	8		\$ 100	\$ 3,020
Task 4.5:	Final Housing Element and State Certification		4	2	\$ 50	\$ 690
	Total Housing Element	240	376	56	\$ 650	\$ 88,410
Task 5:	CEQA Clearance					
	ESA - ND/MND					\$ 18,290
Task 6:	Inclusionary Housing Ordinance					
Task 6.1:	KMA - Financial Feasibility Study					\$ 39,200
Task 6.2:	Public Meetings (5)	40	20		\$ 250	\$ 9,250
Task 6.3:	Ordinance Preparation	40				\$ 6,800
	Total Inclusionary Housing Ordinance					\$ 55,250

2. Method of Payment. Consultant shall provide monthly invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

3. Schedule for Payment. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by City shall not exceed \$161,950 and services are performed to the full satisfaction of the City.

Consultant

Veronica Tam and Associates, Inc.
107 S. Fair Oaks Avenue, Suite 212
Pasadena, CA 91105

City

Community Development Director
415 Diamond Street
Redondo Beach, CA 90277

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SelectSolutions Insurance Services 1107 Investment Blvd Suite 100 El Dorado Hills CA 95762	CONTACT NAME: Cora Lim PHONE (A/C, No, Ext): (866) 500-6359 FAX (A/C, No): (925) 951-0077 E-MAIL ADDRESS: coral@selectsolutionsins.com																					
INSURED VERONICA TAM & ASSOCIATES, INC. 107 S. FAIR OAKS AVENUE, SUITE Suite 212 PASADENA CA 91105	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B:</td><td>American Casualty Company of Reading, PA</td><td>20427</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Casualty Company	20443	INSURER B:	American Casualty Company of Reading, PA	20427	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: CL207153759

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As Per Contract or Agreement on File with the Insured.

CERTIFICATE HOLDER

City of Redondo Beach Lina Portolese | Planning Analyst Community
Development Department
415 Diamond Street, Door 2
Redondo Beach CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lefkcia Dravins

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Inclusionary Housing Redondo Beach City Council

November 10, 2020

What is inclusionary housing?

- Programs that encourage development of affordable housing within market-rate developments
- Require a specific percentage of units in a development to be affordable
- Include options in-lieu of providing units under specified circumstances

What does “affordable” mean?

- Affordability – 30% of household income on housing costs
- Based on Area Median Income (AMI) calculated by HCD for each county
- The 2020 AMI in Los Angeles County for a family of four is \$77,300.

2020 Median Household Income

Household Size	Moderate Income (120% AMI)	Low Income (80% of AMI)	Very Low Income (50% of AMI)	Extremely Low Income (30% of AMI)
1	\$64,900	\$63,100	\$39,450	\$23,700
2	\$74,200	\$72,100	\$45,050	\$27,050
3	\$83,500	\$81,100	\$50,700	\$30,450
4	\$92,750	\$90,100	\$56,300	\$33,800
5	\$100,150	\$97,350	\$60,850	\$36,550
6	\$107,600	\$104,550	\$65,350	\$39,250
7	\$115,000	\$111,750	\$69,850	\$41,950
8	\$122,450	\$118,950	\$74,350	\$44,650

Inclusionary and RHNA

- RHNA
 - Requires that the City plan for adequate capacity
 - Density is used as a proxy for aligning affordability
 - 30 units/acre as feasible for facilitating lower income housing development – default density per State law
 - Medium density for moderate income
 - Low density for above moderate income

Inclusionary and RHNA

- Inclusionary requirement
 - Applies to actual development projects
 - Credits against RHNA based on project proposal or development agreement
 - HCD does not allow applying inclusionary requirement on sites that have no development proposal yet
 - e.g., no RHNA credits for lower income on medium density sites because Inclusionary Housing program requires X% lower income

Benefits of Inclusionary Housing

- Increase housing choice for community and help City reach RHNA affordability targets.
- Mitigate No-Net-Loss (SB 166) requirement
 - Maintain an adequate sites inventory throughout Housing Element planning period
 - Demonstrate adequate remaining sites for remaining RHNA as sites are developed:
 - With fewer units
 - In different income category
 - Inclusionary requirement can reduce the need for replenishing the sites inventory

Benefits of Inclusionary Housing

- Slow displacement of residents in a community
- Maintain economic diversity in a community
- Disperse affordable housing throughout the community

Drawbacks of Inclusionary Housing

- Additional cost to developer
- May be considered a constraint to market-rate housing
- Cost of feasibility and in-lieu fee studies
- Implementation costs and direct administration by City

General Characteristics of Programs

- Requirement percentage
 - AB 1505 – if under 15%, no requirement to conduct nexus study for proportionality of impacts
 - Income distribution
- Applicability thresholds
 - Project size
 - Owner versus renter
- On-site construction
- In-lieu options
 - Payment of fee
 - Donation of land
 - Purchase of affordability covenants (may not get RHNA credits)

Next Steps

- Presentation by feasibility study consultant (Keyser Marston Associates) on parameters for testing
- City Council to provide direction on basic parameters to test for feasibility

TABLE 1

INCLUSIONARY HOUSING PROGRAM SURVEY
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDONDO BEACH, CALIFORNIA

Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Rental Development			Ownership Development		
				Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
I. <u>Inclusionary Requirements: Both Rental and Ownership Projects</u>									
Albany	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	15%	Yes	5		Perpetual	5		Perpetual
Avalon	Create on-site units; create off-site units; pay in-lieu fee	20%	No	4		55	4		55
Brea	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	10%	No	20	Not defined	55	20	120%	45
Campbell	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	15%	No			55		120%	45
Capitola	Create on-site units; pay in-lieu fee	15%	Yes				7	120%	Life of Bldg
Chula Vista	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	10%	No	50	80% /120%	Life of Bldg	50	80% /120%	Life of Bldg
Colma	Create on-site units; pay in-lieu fee	20%	No	5		55	5		45
Concord	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	10%	Yes	5		55	5		45
Contra Costa County	¹ Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	No	5			5		3
Cupertino	1-7 units pays in-lieu fee. Create on-site units; create off-site units; pay impact/linkage fee; donate land	15%	No	7	50% /80%	99	7	50% /120%	99
Davis	Create on-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	5% to 25%	No	5	80%	Perpetual	5	120%	Perpetual
Dublin	Create on-site units; create off-site units; pay in-lieu fee; donate land	12.5%	No	20		55	20		55
Emeryville	Create on-site units; pay impact/linkage fee	12%/20%	No			55	10		55
Fort Bragg	Create on-site units	10% to 20%		5	80% /120%		5	100% /120%	15
Hayward	Create on-site units; create off-site units; pay in-lieu fee; pay impact/linkage fee; donate land	15%	No	20	80%	55	20	120%	45
Huntington Beach	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	10%	No	3	80%	55	3	120%	45
Irvine	Projects with fewer than 50 units can create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land. Projects with 50+ units must produce the affordable units on site.	15%	No	Applies to all resid projects	50%, 80% & 120% Defined credits	30	Applies to all resid projects	50%, 80% & 120% Defined credits	30
Los Altos	¹ Create on-site units; create off-site units	10%	No	10		30	10		30

TABLE 1

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REDONDO BEACH, CALIFORNIA

Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Rental Development			Ownership Development		
				Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
Menlo Park	Create on-site units; create off-site units; pay in-lieu fee	10%	Yes	5	80% /120%		5	80% /120%	
Mill Valley	Create on-site units	25%	Yes	4	120%	Perpetual	4	120%	Perpetual
Nevada County	1 Create on-site units; create off-site units		No	20		30	20		30
Oxnard	Create on-site units; pay in-lieu fee	10%	No	10		55	10		
Pacifica	Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	No	8		55	8		45
Palo Alto	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	15%	Yes			59			59
Pasadena	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	20%	No	10	5% @50%; 5% @ 80%; 10% @ 120%	Perpetual	10	120%	45
Petaluma	Create on-site units; pay in-lieu fee; donate land	15%	No			30			30
Pleasanton	Create on-site units; create off-site units; pay in-lieu fee; donate land; credit transfers; other alternate methods of compliance	15%	Yes	15			15		Perpetual
Redwood City	Create on-site units; create off-site units; preserve or rehab units; pay impact/linkage fee; donate land		No	5		30	5		30
San Bruno	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	15%	No	10		55	10		45
San Diego	Create on-site units; create off-site units; pay in-lieu fee; donate land	10% to 15%	No	10	50% or 80%	55		100% or 120%	
San Jose	Create on-site units; create off-site units; preserve or rehab units; in-lieu fee; donate land; credit transfers	15%	No	20	50% / 80%	Perpetual	20	120%	Perpetual
San Juan Capistrano	Create on-site units; create off-site units; preserve or rehab	10%	No	2		55	2		55
San Mateo County	Create on-site units	10%	Yes	11	80%	Life of Bldg	11	120%	45
San Rafael	Create on-site units; pay in-lieu fee	10%	No	2			2	120%	
Santa Ana	Only applies to changes in land use and zoning designations. Create on-site units; off-site units; pay in-lieu fee	15%	No	5	10% @ 50%/ 15% @ 60%	55	5	80%	45
Santa Cruz	Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	Yes	2	80%	Perpetual	2	120% 50%, 80% & 120% Defined credits	Perpetual
Santa Monica	Create on-site units; create off-site units; pay in-lieu fee; donate land	5% to 30%	Yes	2	50%, 80% & 120% Defined credits	55	2		55

TABLE 1

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REDONDO BEACH, CALIFORNIA

Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Rental Development			Ownership Development		
				Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
Sonoma	Create on-site units	25%	Yes	5	120%	55	5	120%	55
Sonoma County	Create on-site units; create off-site units; pay in-lieu fee; donate land	20%	Yes		60%	55		80%	30
South San Francisco	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	20%	No	4		55	4		55
Sunnyvale	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	12.5%	No	4	80%	55		120%	30
Tiburon	Create on-site units; create off-site units; pay in-lieu fee	15%		3		Perpetual	3		Perpetual
Union City	Create on-site units; create off-site units; pay in-lieu fee	15%	No	7			7		
West Sacramento	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	10%	Yes			55		80%	45
West Hollywood	Create on-site units; create off-site units; pay in-lieu fee for 2- 10 unit projects	20%	No	2	Low / Mod	Perpetual	2	Low / Mod	Perpetual
II. <u>Inclusionary Requirements: Ownership Projects Only</u>									
Alameda	Create on-site units; create off-site units; pay in-lieu fee	5%	No				5		59
Danville	Create on-site units; pay in-lieu fee	10%	Yes				7	110%	20
Fremont	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	15%	Yes					110%	30
Lafayette	² Create on-site units; create off-site units	15%	No				2		45
Monterey	Create on-site units; donate land	20%	No				6		Perpetual
Mountain View	Create on-site units; pay in-lieu fee	10%	No				3	100%	55
Rohnert Park	Create on-site units; create off-site units; pay in-lieu fee	15%	No				5		55
	Create on-site units; create off-site units; pay in-lieu fee; donate land; or a combination recommended by the								
San Clemente	Community Development Director.	4%	No				6	50%	
San Leandro	Create on-site units; pay in-lieu fee	15%	Yes						55
	Create on-site units; create off-site units; pay in-lieu fee;								
San Mateo County	donate land	20%	No				5		55
Santa Barbara	Create on-site units; pay in-lieu fee; donate land	15%	No				2	160%	90

TABLE 1

INCLUSIONARY HOUSING PROGRAM SURVEY
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDONDO BEACH, CALIFORNIA

Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Rental Development			Ownership Development		
				Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
III. <u>Inclusionary for Ownership Projects & Impact Fee for Rental Projects</u>									
Berkeley	Create on-site units; pay in-lieu fee	20%	No				5	80%	Perpetual
San Carlos	Create on-site units; create off-site units; pay impact/linkage fee	15%	Yes			55	2		45
	² Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; pay impact/linkage fee; donate land								
Truckee		15%	No	7		Perpetual	7		Perpetual
IV. <u>Mandatory Inclusionary for Ownership Projects & Voluntary Inclusionary for Rental Projects</u>									
Pittsburg	Create on-site units; pay in-lieu fee	15%	Yes				5		
Salinas	Create on-site units; create off-site units; donate land	20%	No				10		30
San Juan Bautista	Create on-site units; pay impact/linkage fee	6%							
San Luis Obispo	Create on-site units; pay in-lieu fee; donate land	3%	Yes			55	5		45
	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	15%	No			55		120%	55
San Marcos	Create on-site units; create off-site units; preserve or rehab existing housing; pay impact/linkage fee								
Solana Beach		15%	No	5		55	5		45
V. <u>Rental Projects Only</u>									
	Create on-site units; create off-site units; pay in-lieu fee; donate land								
Glendale		15%	No	8	80%	55			

¹ The program requirements are only applied in designated areas of the jurisdiction.

² The program requirements are applied in the entire jurisdiction, but the requirements vary by zones, neighborhood, or districts.

TABLE 2

INCLUSIONARY HOUSING PROGRAM SURVEY
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDONDO BEACH, CALIFORNIA

Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Rental Development			Ownership Development			In-Lieu Fee
				Threshold Project Size	% of AMI	Covnenant Period	Threshold Project Size	% of AMI	Covnenant Period	
I. <u>Inclusionary Requirements: Both Rental and Ownership Projects</u>										
Brea	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	10%	No	20		55	20	120%	10	Calculated per project. Based on the Affordability Gap
Huntington Beach	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	10%	No	3	80%	55	3	120%	45	Sliding scale: 3 Units @ \$19,360/Unit - 30 Units @ \$60,695/Unit
Irvine	Projects with fewer than 50 units can create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land. Projects with 50+ units must produce the affordable units on site.	15%	No	Applies to all resid projects	50%, 80% & 120% Defined credits	30	Applies to all resid projects	50%, 80% & 120% Defined credits	30	Calculated per project. Based on an equivalent value calculation
Pasadena	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	20%	No	10	5% @ 50%; 5% @ 80%; 10% @ 120%		10	120%	45	Sliding scale by sub-area & project size. Low at \$31.10/SF & High at \$72.82/SF
San Diego	Create on-site units; create off-site units; pay in-lieu fee; donate land	10% to 15%	No	10	50% or 80%	55		100% or 120%		Increases annually from \$15.18/SF in 2020/21 to \$22.55 in 2023/24
San Juan Capistrano	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	10%	No	2		55	2		55	Based on 90% of the Affordability Gap, which is updated monthly based on benchmark market prices
Santa Ana	Only applies to changes in land use and zoning designations. Create on-site units; off-site units; pay in-lieu fee	15%	No	5	10% @ 50%/ 15% @ 60%	55	5	120%	45	Fewer than 20 Units @ \$5/SF 20+ Units @ \$15/SF
Santa Monica	Create on-site units; create off-site units; pay in-lieu fee; donate land	5% to 30%	Yes	2	50%, 80% & 120% Defined credits	55	2	50%, 80% & 120% Defined credits	55	Rental @ \$35.70/SF Ownership @ \$41.70/SF
West Hollywood	Create on-site units; create off-site units; pay in-lieu fee for 2-10 units projects	20%	No	2	Low / Mod	Perpetual	2	Low / Mod	Perpetual	Sliding scale: 2 Units @ \$13.63/SF - 10 Units @ \$29.23/SF
II. <u>Inclusionary Requirements: Ownership Projects Only</u>										
San Clemente	Create on-site units; create off-site units; pay in-lieu fee; donate land; or a combination recommended by the Community Development Director.	4%	No				6	50%		Based on the Affordability Gap associated with a prototype 1,100 SF unit.
III. <u>Inclusionary Requirements: Rental Projects Only</u>										
Glendale	Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	No	8	80%	55				Sliding scale: 8 Units @ \$28.71/SF - 21 Units @ \$55/SF



Administrative Report

N.6., File # 21-1913

Meeting Date: 1/12/2021

To: MAYOR AND CITY COUNCIL

From: STEPHEN PROUD, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE PREPARATION OF A PUBLIC AMENITIES MASTER PLAN FOR KING HARBOR

EXECUTIVE SUMMARY

Over the past several years, the City of Redondo Beach has been engaged in efforts to revitalize the Redondo Beach Waterfront. To realize the promise of a Waterfront that meets the needs and interest of local residents and attracts visitors, it is imperative the City provide a series of high-quality public amenities that can serve a diverse range of recreational interests. In addition, it is important that these amenities be thoughtfully planned and delivered in a manner that sets the framework within which future additional public and private investment can occur within the Waterfront.

The public amenities that exist in the waterfront today were developed in a piecemeal fashion over many years and they lack the functionality necessary to provide a first-rate resident and visitor experience. In addition, given the advanced age of the facilities, many have or are reaching the end of their useful life and require significant expense to repair and/or replace. Although the City has taken actions in the past to plan for the replacement and/or improvement of these facilities, those actions have largely focused on individual facilities rather than the Waterfront as a whole. In addition, Measure C approved by the voters in 2017 sets forth parameters for the development of various public amenities which also need to be incorporated into City project planning efforts.

As part of the City's Strategic Plan process, the Harbor Commission has repeatedly requested that the City Council initiate the process to prepare a public amenities master plan for the Waterfront. At minimum, it is staff's feeling that the plan should address such matters as:

- the location and design of the public boat launch facility and required support parking;
- the location and programmatic elements of a replacement Sportfishing Pier, if any;
- a plan for the future use, design, and lay-out of Seaside Lagoon;
- a plan for the installation of an enhanced waterfront promenade that connects Mole C to the Horseshoe Pier and specifically identifies ways to improve the pedestrian experience along the International Boardwalk and reduce flooding that occurs along the boardwalk during high tides;
- a design and costing of replacement Basin 3 docks;
- the location and design of a dinghy dock to serve the harbor mooring field, and

- upgrades to the City's existing personal watercraft hand launching facility, including the consideration of a zero-depth launch option, and the potential for the installation of an additional hand launch facility at a separate location or inclusion as part of a separate recreational amenity.

Additionally, the master plan could be expanded to address things like:

- the recreational amenities to be included as part of the Moonstone Park Project;
- a design and costing of pedestrian and bicycle circulation improvements between Harbor Drive and Torrance Circle;
- a more detailed costing and prioritization of protective measures to help mitigate the impacts of sea level rise;

On August 18, 2020, the City Council requested that staff bring forward a discussion item regarding the process for moving forward with the preparation of the plan. This Administrative Report briefly summarizes the efforts to date on the individual planning of various public amenities in the Waterfront and outlines a path forward to prepare a more comprehensive public amenities master plan.

BACKGROUND

The City Council has made the revitalization of the waterfront a key strategic priority for many years. The City Council adopted an Asset Management Plan for the Waterfront in 2007, and the Harbor Enterprise Business Plan in 2010. Those documents have served as the general blueprint for Waterfront revitalization. Key to the revitalization effort is the need to upgrade or replace many of the public amenities within the Waterfront. These public amenities serve as the framework within which other revitalization activities can occur, including the attraction of private investment in the waterfront to improve the various commercial offerings available to residents and visitors.

Over the past several years, the City has initiated the planning process for several amenities, including the public boat launch facility and the sportfishing pier. In addition, in 2017 the voters of Redondo Beach passed Measure C which includes several parameters for the improvement/replacement of various public amenities including the Seaside Lagoon and public boat launch facility. These past actions have primarily focused on each individual facility and there has not been an effort to plan for the Waterfront as a whole and understand how the various public amenities may be organized and implemented to maximize the recreational and visitor experience.

Understanding that the various public amenities are interrelated and recognizing that these amenities set the framework for other public and commercial activities within the Waterfront, the Harbor Commission has repeatedly requested that the City Council initiate the preparation of a waterfront public amenities master plan. In their March 9, 2020 Strategic Plan letter to the City Council, the Harbor Commission identified a 3-5-year goal related to the creation of a harbor master plan that would address many of the public amenities that have been under consideration and discussion for several years.

To initiate the planning process, staff recommends the City Council consider creating a master plan that first focuses on the public waterfront amenities between Portofino Way to the north and Quality Seafood to the south. This plan would set forth an overall site plan for the area that addresses what amenities should be rebuilt or renovated, where the amenities should be located and what recreational and operational elements should be included in their design. Initially staff recommends that the following items be included in the first phase of master plan work:

- the location and design of the public boat launch facility and required support parking;
- the location and programmatic elements of a replacement Sportfishing Pier, if any;

- a plan for the future use, design, and lay-out of Seaside Lagoon;
- a plan for the installation of an enhanced waterfront promenade that connects Mole C to the Horseshoe Pier and specifically identifies ways to improve the pedestrian experience along the International Boardwalk and reduce flooding that occurs along the boardwalk during high tides;
- a design and costing of replacement Basin 3 docks;
- the location and design of a dinghy dock to serve the harbor mooring field, and
- upgrades to the City's existing personal watercraft hand launching facility, including the consideration of a zero-depth launch option, and the potential for the installation of an additional hand launch facility at a separate location or inclusion as part of a separate recreational amenity.

Although outside of the suggested planning area, the Public Amenities Master Plan could also be expanded to re-engage the public on the design for Moonstone Park and Mole B. This effort could address the design of the park itself; accommodations for the Outrigger Clubs that operate from the Mole; opportunities for dry-stack/mast-up boat storage; and use of the Mole for special events. Additionally, the plan could address pedestrian and bicycle circulation issues between Harbor Drive and Torrance Circle, and/or further cost and prioritize protective measures that could be implemented to help mitigate Sea Level Rise.

As noted earlier, the City has already begun the initial planning for several of these amenities and that work effort can provide a basis for the planning effort going forward. These include:

Boat Launch Facility

Development of a boat launch facility within the Waterfront has been considered since the initial planning and development of the Harbor in the 1950's and 1960's. Since that time, there have been numerous studies, assessments and discussions regarding the facility and the City's Local Coastal Plan requires the creation of a boat launch ramp in conjunction with new development in the Waterfront. Currently, launching of trailered boats is limited to the Mole D boat hoist which provides minimal capacity.

The City has held numerous public workshops, meetings, and discussions with the Harbor Commission related to the development of a public boat launch in the Waterfront. In addition, Measure C approved by the voters in March of 2017 set forth a series of design parameters and parking requirements for any future installation of a public boat launch facility. These efforts have narrowed the location options and the initial design ideas can serve as a launching point for further discussions.

Sportfishing Pier

The Sportfishing Pier was built in 1969 and is a conventional timber framed structure that is approximately 245 feet long and 30 feet wide. Soon after the pier's construction, a single-story light timber framed building was constructed over the western half of the pier and utilities were extended onto the pier to service the building improvements.

The Sportfishing Pier has undergone numerous inspection and maintenance repairs since its original construction. Typical repairs have included wrapping piles with polyethylene and replacing braces. The most recent inspection of the pier resulted in the operational closure of the facility due to concerns over the pier's capacity to handle structural loads. The City engaged Moffit and Nichol to begin the process of redesigning the pier with the ultimate goal of replacing the facility. Community workshops and a meeting of the Harbor Commission was held to discuss design options and programmatic elements that could be incorporated into a new pier. The input from those meetings can be incorporated into a new public amenity planning process.

Seaside Lagoon

Seaside Lagoon is a unique 3.75-acre salt water swimming and special events venue that was constructed in 1963. At the time it was built, it was designed with a mechanical system that took advantage of a heated water supply made available by the nearby power plant. The facility was constructed years before adoption of the Clean Water Act and the establishment of basic water chlorination practices for public swimming facilities. The Lagoon is currently subject to the swimming water quality standards established by the Los Angeles County Health Department and the water discharge regulations set by the Los Angeles Regional Water Quality Control Board.

Given the age and design of the system, it has become increasingly difficult for the City to maintain compliance with the established regulations. In 2009, the City evaluated three options to rebuild the Seaside Lagoon infrastructure and replace the recreational water amenity with a similar zero depth entry feature maintained by a closed circulation and filtration system that would no longer discharge water into the ocean. More recently, Measure C included several parameters for any redesign of the Lagoon which would need to be considered as part of a public amenities master plan. Additionally, the community has requested increased multi-purpose and special event use of the facility which should be incorporated in the planning effort. More than any other public amenity, the prominent location of the Lagoon within the Waterfront, along with the scope and scale of the facility, drives the need for a wholistic approach to the planning of the various public amenities.

Basin 3 Docks and Seawalls

The floating dock system within Basin 3 consists of 5 docks totaling approximately 20,000 sq. ft. An evaluation of the docks indicated several maintenance conditions that need to be addressed, including broken fascia, worn guide pile rollers, listing fingers due to water logged floats, broken and worn decking, and pipes and conduits that are in poor condition. Some of these ongoing maintenance issues have been addressed during the past few years, but the entire dock system needs to be replaced as it has reached the end of its useful life.

In addition, the City conducted a structural evaluation of the Basin Three seawalls which identified several structural deficiencies that need to be addressed to preserve the integrity of the system. That same analysis also identified improvements that could be made to the seawalls to help address the flooding that occurs on the International Boardwalk during high tide events. These improvements could also serve as the first phase of work necessary to address the effects of ongoing sea level rise (as discussed below).

Sea Level Rise

Several notable studies have attempted to predict the rates of future sea level rise. The variability in the studies highlights the uncertainty in accurately forecasting how climate change will affect sea level rise. However, the City's Waterfront Coastal Development Plan calls for certain mitigation measures and there are several low-lying structures in the Harbor, such as the International Boardwalk, that already experience routine flooding and require additional sea level rise protection.

For waterfront planning purposes, mid-range estimates have been calculated from data prepared by the California Ocean Protection Council for the 25th, 50th and 75th years from the base year of 2015. These estimates indicate that several areas of the waterfront are expected to be impacted as a result of further sea level rise. Most notable are the impacts from wave run-up at the boardwalk immediately landward of the Municipal Pier, the pedestrian walkway along Mole D, and the perimeter of Seaside Lagoon. In addition, increased tidal inundation will be exacerbated within Basin 3.

Future protective measures for these areas may include new splash walls that redirect up-rushed water back to the ocean, perimeter break walls to reduce potential inundation in these areas, and repairs to the Basin 3

bulkhead including repairs to the Bulkhead Cap.

Bicycle and Pedestrian Circulation

With the completion of the Harbor Gateway project, bicycle and pedestrian circulation within the Waterfront is significantly improved. However, the southern terminus of the project requires cyclists and pedestrians to navigate a complex and confusing path through various elements of the Waterfront before some order is restored to the network south of the Torrance Circle. The bicycle/pedestrian conflicts along this stretch are a challenge and require further modifications to various paths of travel.

In addition, within the waterfront, there are several circulation elements where gangways and walkways are substandard and where railings and guard rails may need to be replaced to enhance the safety of visitors. The various structural elements (e.g., garages, piers, boardwalks) and varying elevations, also presents challenges with meeting the ever-evolving goal of compliance with the Americans with Disabilities Act (ADA). A thorough evaluation and plan for circulation will need to be prepared and incorporated into a public facilities master plan to address the broad range of issues.

Next Steps

Creating a useful and foundational master plan that provides an accurate costing and sizing of the considered amenities and includes a feasible site plan for the future installation of a diverse set of facilities in the Waterfront requires specialized experience in various professional disciplines, with a primary focus on coastal engineering. Over the past few years, the City has utilized the engineering services of Noble Consultants and Moffatt and Nichol for the early design work on the public boat launch facility and the replacement of the sportfishing pier. Staff has conducted outreach to discuss the proposed master plan and determine an order of magnitude cost for preparing such a document. Without a defined scope of work, initial estimates for the master plan range from \$200k to \$250k.

In order to initiate a master planning process, the City must first determine the plan's scope of work. It is staff's recommendation that the City Council request input from the Harbor Commission on the scope of the plan as part of their February 8, 2021 meeting agenda. Following commission input, staff would prepare a draft Request for Proposals (RFP) that would be returned to the City Council for review and consideration of release. Following Council approval, staff would distribute the RFP to qualified marine engineering firms and obtain formal proposals from the firms that would include the firms' cost, relevant experience and planning approach. Staff would then evaluate the proposals and make a recommendation to City Council for contract approval and project funding. It is anticipated that any master planning effort would include a review of the work to date, various site-specific engineering and building and planning requirement analyses, and a significant public outreach effort. It is difficult to estimate the time to complete the plan as it would be largely dependent on the number of community meetings - but it seems reasonable to assume such an effort could be completed in 12-18 months.

COORDINATION

The Waterfront and Economic Development Department Coordinated the preparation of this report with the City Manager's Office and the Public Works Department.

FISCAL IMPACT

As noted above, the initial estimates for the preparation of a public amenities master plan range from \$200k to \$250k. This effort was not included in the Waterfront and Economic Development Department work plan for FY 2020-2021 and therefore no specific funding was allocated or approved for such an effort. However, the City's Capital Improvement Plan for the waterfront includes two projects - the replacement of the public sportfishing pier and improvements to the Basin 3 seawall to address sea level rise - both of which include

funding for predesign work that could be used to fund the public amenities master plan. The remaining balance in these project accounts totals approximately \$290k that could be redirected to the master planning effort.

APPROVED BY:

Joe Hoefgen, City Manager



Administrative Report

O.1., File # 21-1918

Meeting Date: 1/12/2021

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 ACTION OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN ISSUING AN UPDATED SUMMARY OF EMERGENCY ORDERS UNDER THE CITY OF REDONDO BEACH'S EMERGENCY AUTHORITY

EXECUTIVE SUMMARY

The Summary of Emergency Orders Pertaining to COVID-19 has been updated to include the City Manager's most recent order regarding the temporary reduction in fines for violations of citywide parking hours restrictions from \$45 to \$25 for activities like street sweeping (see attached). The resolution needed to confirm the action of the City Manager acting as the Director of Emergency Services will be provided on January 12, 2021.

ATTACHMENTS

- Updated Summary of Emergency Orders Pertaining to COVID-19

Summary of City Emergency Orders Pertaining to COVID-19

From the Proclamation of Emergency on March 12, 2020 to January 6, 2021

Items in **Bold** have been updated since October 6, 2020

- Increased cleaning of restrooms and City Facilities utilized by the public, including deep cleaning and disinfecting of all high-touch areas, to inhibit the potential spread of the Covid-19/Corona Virus.
- Beginning March 13, 2020, the Anderson Park Senior Center, Perry Park Senior Center and Veterans Park Senior Center were closed until further notice. No classes, programs or operations will be held. The Senior Centers have been closed until further notice.
- Beginning March 13, 2020, Senior Excursions for the months of March and April, 2020 were cancelled. The cancellation has been extended indefinitely.
- From March 13, 2020 through June 30, 2020, all special events in the City and those at the Redondo Beach Performing Arts Center (RBPAC) for which the total occupancy exceeds 250 persons were cancelled. The cancellation was further expanded to include events of 50 or more and now includes full closure of the RBPAC for the period March 17, 2020 through March 31, 2020. Similarly, the BeachLife Festival has been ordered postponed. Activities at RBPAC were cancelled through May 31, 2020. All Citywide Special Events were cancelled through May 31, 2020. These cancellations were extended through June 30, 2020. The cancellation of events at RBPAC is extended until further notice. The cancellation of Citywide Special Events was extended through July 31, 2020. The cancellation of Citywide Special Events was extended until further notice.
- All Recreation Spring Break Camps have been cancelled.
- Dissemination of best practices related to social distancing and good hygiene on the City website and other pertinent information for the prevention of community spread of COVID-19.
- Ordering the limiting of employee work-related travel.
- Preparing contingency plans for continuity of government in the event City employees contract COVID-19.
- Beginning March 15, 2020 Redondo Beach Libraries, both the Main and North Branch, and all associated programs and meetings were closed to the public until April 13, 2020. The timing of the closure is in parallel with the closure schedule announced by the Redondo Unified School District for Redondo Beach Public Schools and may be extended as necessary. These closures were extended through May 15, 2020. The closures were extended through June 30, 2020 unless appropriate infection control measures can be implemented consistent with Los

Angeles County guidelines to allow for curbside library material pick-up. The Library Department initiated the “Takeout” program on July 1, 2020, which allows patrons to pick up materials that have been placed on hold via telephone or through the online reservation system. The closure of the Main and North Branch Libraries was extended through July 31, 2020. The closure of the Main and North Branch Libraries was extended until further notice.

- Beginning March 15, 2020, the Riviera Village Sunday Farmers Market and the Veteran’s Park Thursday Farmers Market have been cancelled until April 30, 2020. This cancellation has been extended through May 31, 2020 unless an operating plan can be implemented for each site that meets current LA County Health Officer Order requirements for Farmers Market Operations.
- The Perry Park Teen Center was closed beginning March 16, 2020 through April 13, 2020. No classes, programs or operations will be held. This closure was extended through May 15, 2020. This closure was extended through June 30, 2020. This closure has been extended until further notice.
- All recreation after-school program operations and after-care activities were cancelled beginning March 16, 2020 through April 13, 2020. This closure was extended to August 19, 2020, per the RBUSD school year calendar. The cancellation of recreation after-school program operations and after-care activities was extended until further notice.
- Beginning March 17, 2020 all Redondo Beach City Offices and counters including those at City Hall, the Public Works Yard, Community Services Office, Police Department, and Fire Department were closed to the public. This closure has been extended until further notice.
- City Management and Department Directors are working to install alternative systems and procedures to temporarily transition core municipal services and enable public access via telephone, e-mail, or other web-based technology. Limited Plan Check services have been made available on an appointment basis via the Community Development Department. Updated information will be provided on the respective City Departmental web pages.
- The Redondo Beach Police and Fire Departments will continue to respond to calls for service and have incorporated response protocols to safeguard employees and the public to reduce the risk of spread of COVID-19. Fire Inspection services for residential and commercial buildings have been suspended until further notice. Fire Inspection services are expected to resume on August 24, 2020.
- The Redondo Beach Public Works Department and City contractors will continue to perform maintenance and repair work within the City – e.g. street repair and park maintenance.

- Street sweeping parking enforcement has been suspended until further notice. This Order has been rescinded. Street sweeping parking enforcement resumed on September 21, 2020. **The total fine amount for tickets issued by the Redondo Beach Police Department for violations of parking hours restrictions in the City per Municipal Code Section 3-7.1308, known as “No Parking Various Hours” violations, has been temporarily reduced from \$45 to \$25, including any State Government Code related assessments, for the period January 6, 2021 through February 7, 2021. Unless otherwise extended by subsequent order, the fine amount for these violations will be restored to \$45 on February 8, 2021.**
- Meetings of the following Advisory Commissions have been suspended until April 30, 2020:
 - Budget and Finance Commission
 - Harbor Commission
 - Historical Commission
 - Library Commission
 - Preservation Commission
 - Public Art Commission
 - Public Safety Commission
 - Public Works Commission
 - Recreation and Parks Commission
 - Suspension Appeals Board
 - Youth Commission

The suspension was extended through May 31, 2020 except for the Harbor Commission and Budget and Finance Commission. The suspension was extended through June 30, 2020 except for the Harbor and Budget and Finance commissions. The suspension has been extended through August 31, 2020 for all commissions except the Planning, Harbor, and Budget and Finance commissions.

- The City’s Information Technology Department has been exploring how meetings of the City Council and the Planning Commission can be made accessible to the public and to elected/appointed officials via web or teleconferencing.
- On March 17, 2020 and March 19, 2020 respectively, the following methods of public participation were made available prior to and during the City Council and Planning Commission Meetings:
 1. Via E-Mail in Advance of the Meeting -- Submit e-mail comments to the City Clerk (cityclerk@redondo.org) by 3:00 p.m. on the day of the meeting. Submittals after this time will not be duplicated and provided to members in advance of the meeting.

2. In Person at the Meeting – The City Council Chambers will be reconfigured to ensure social distancing among members of the public and participating City Council/Planning Commission members. Space will be limited for in person participation. Seniors and individuals with underlying chronic conditions or those who are ill are encouraged to use alternate methods to provide public comment.
 3. Via Telephone During the Meeting
- Beginning March 31, 2020, and consistent with the Governor’s temporary modifications to California public meeting requirements under the Brown Act, no in-person attendance will be allowed at City Council and Planning Commission Meetings. Opportunities for public participation have been revised to include the following:
 1. Via E-Mail in Advance of the Meeting -- Submit e-mail comments to the City Clerk (cityclerk@redondo.org) by 3:00 p.m. on the day of the meeting.
 2. Via Webinar – Members of the public can participate in the Zoom Meeting via real-time e-comments for specific agenda items. Meeting format is subject to change.

Beginning on July 16, 2020 the City Council and Commission Meeting format was expanded to include public comment via pre-registered zoom video and audio item by item participation.

- For the period March 17, 2020 through March 31, 2020 all gatherings of 50 individuals or more are prohibited. All gatherings not prohibited must follow Los Angeles County Health recommendations such as social distancing and access to hand washing facilities. This Order was revised to prohibit all indoor and outdoor public and private gatherings and events through April 24, 2020. This Order was extended through May 15, 2020. This Order has been rescinded and replaced by the Order issued by Los Angeles County.
- For the period March 17, 2020 through March 31, 2020 all restaurants in Redondo Beach must close their dining rooms to the public and limit their services to only preparing and offering food to customers via delivery service, via pick up for take-out dining only, or via drive thru (further described in the March 16, 2020 City Manager Order). This Order was extended through May 15, 2020. This Order has been rescinded and replaced by the Order issued by the County of Los Angeles.
- For the period March 17, 2020 through March 31, 2020, Bars and Nightclubs that do not serve food, Gyms, Fitness Centers, Movie Theatres, Live performance Theaters, Bowling Alleys and Arcades have been closed (further described in the March 16, 2020 City Manager Order). This Order was extended through May 15, 2020. This Order has been rescinded and replaced by the Order issued by the County of Los Angeles.

- For the period March 16, 2020 through June 16, 2020, utility shut offs and late penalties for the non-payment of utility bills and late payment penalties for parking violations are prohibited (further described in the March 16, 2020 City Manager City Order).
- Beginning March 16, 2020, for the duration of the Emergency Period, a temporary moratorium on evictions has been implemented for the non-payment of rent or mortgage payments by residential and commercial tenants/occupants impacted by the COVID-19 crisis (further described in the attached March 16, 2020 City Manager Order). The Order grants a defense in the event that an unlawful detainer action is commenced in violation of the Order. The duration of the Emergency Period is unknown at this time and will be determined when the City Manager, in his capacity as Emergency Services Director, declares its end and the City Council ratifies his action. The Los Angeles County Emergency Order currently runs through April 19, 2020. The County Order was extended through May 15, 2020. This Order is superseded by the Order issued by the State of California and has been rescinded by the City.
- Beginning March 20, 2020, operational changes were made to the Beach Cities Transit system and the Wave dial-a-ride program. This Order was extended through May 15, 2020. This Order was extended through June 30, 2020.
- For the period March 20, 2020 through April 24, 2020, City Park Playgrounds are closed to the public. This Order was extended through May 15, 2020. This Order has been extended through June 30, 2020. This order is rescinded effective the date when Los Angeles County reopens County Park Playgrounds. City Park Playgrounds reopened on October 9, 2020, with the exception of the Veterans Park Fitness Court which reopened on October 16, 2020.
- For the period March 20, 2020 through April 24, 2020, Wilderness Park is closed to the public. This Order was extended through May 15, 2020. This Order has been extended through May 31, 2020.
- Per the City Manager's March 26, 2020 Emergency Order, beginning March 27, 2020 at 12:00 AM through April 24, 2020 (now through June 30, 2020 for items 16 and 19 below only – all other facilities have been reopened) at 12:00 AM, the following City spaces, parks and facilities are closed to the public:
 1. The Redondo Beach Pier, International Boardwalk and Parking Structures, except at designated locations for the purpose of picking up food at restaurants providing to-go orders and employees of those restaurants still providing service. The exception is also extended to employees of any commercial businesses at the Pier that are considered Essential Businesses under California and Los Angeles County COVID-19 Emergency Orders and any deliveries to those businesses. These orders have been rescinded.

2. The Esplanade, as defined as the sidewalk and parking spaces along the west side of the street from the City's southern boundary with the City of Torrance at Calle Miramar to Knob Hill Avenue, and the Parking Lot adjacent to Miramar Park in Torrance. The Esplanade sidewalk has been reopened. The parking spaces along the west side of the street and the Parking Lot adjacent to Miramar Park reopened on May 26, 2020, however, the parking spaces along the west side of the Esplanade and the Parking Lot adjacent to Miramar Park in Torrance were closed for the period July 3, 2020 at 12:01 AM through July 6, 2020 at 5:00 AM.
3. Veteran's Park and Parking Lots, including the public parking areas adjacent to the Elks Lodge. These orders were rescinded, however for the period July 3, 2020 at 12:01 AM through July 6, 2020 at 5:00 AM, Veteran's Park and Parking Lots, including the public parking areas adjacent to the Elks Lodge, were closed to the public.
4. All public walkways, stairways, ramps, and paths that provide access to the Beach. These beach access points reopened, except for the stairs at Avenue C, concurrently with Los Angeles County's reopening of the Beach for exercise and ocean water activities on May 13, 2020. This order has been rescinded.
5. The coastal bluff trail between Knob Hill Avenue and George Freeth Way. This order has been rescinded.
6. The Pedestrian Path adjacent to the Los Angeles County Beach Bike Path between the City's southern boundary and the Redondo Beach Pier. This order has been rescinded.
7. All walkways and stairways that provide access from private residential properties to the Redondo Beach Pier and International Boardwalk. These orders have been rescinded.
8. George Freeth Way, including the street, sidewalk and parking. This order has been rescinded, however for the period July 3, 2020 at 12:01 AM through July 6, 2020 at 5:00 AM, George Freeth Way, including the street and parking spaces, but not including the sidewalk, was closed to the public.
9. Czulager Park, except for the purpose of ingress and egress to residential properties adjacent to the Park. Czulager Park has been reopened.
10. Redondo Bike Path Parkette and Parking Lot. This order has been rescinded, however for the period July 3, 2020 at 12:01 AM through July 6, 2020 at 5:00 AM, the Redondo Bike Path Parkette Parking Lot was closed to the public.
11. Moonstone Park. This order has been rescinded.
12. The Sidewalk, Bike Path, and Public Parking on the west side of Harbor Drive. The Bike Path and Sidewalk on Harbor Drive have been reopened. This order has been rescinded.
13. The Personal Watercraft Hand Launching Facility and the access road behind Seaside Lagoon. The Personal Watercraft Hand Launching Facility will be reopened on May 15, 2020 with the implementation of social distancing and new operational requirements as determined by the

- Waterfront and Economic Development Department. This order has been rescinded.
14. The Public Boat Hoist located in the Redondo Beach Marina. The Boat Hoist will be reopened on May 15, 2020 with the implementation of social distancing and new operational requirements as determined by the Waterfront and Economic Development Department. This order has been rescinded.
 15. The Redondo Beach Marina Parking Lot, except at designated locations for the purpose of picking up food from restaurants providing to-go orders and employees of those restaurants still providing service. The exception is also extended to employees of any commercial businesses at the Pier that are considered Essential Businesses under California and Los Angeles County COVID-19 Emergency Orders and any deliveries to those businesses. The exception will be extended to Boat Hoist and Personal Watercraft Hand Launch Facility users effective May 15, 2020. This order has been rescinded.
 16. Aviation Park. This order is rescinded effective the date when Los Angeles County reopens County Sports Fields. Aviation Park (specifically the Track and Field) is reopened on October 16, 2020 with occupancy limits.
 17. The North Redondo Beach Bike Path from Robinson Street to Felton Lane. The North Redondo Beach Bike Path has been reopened, with the exception of the portions of the Path near Artesia Blvd. that are impacted by construction. This order has been rescinded.
 18. The Dog Park at Dominguez Park. The Dog Park was reopened on May 9, 2020 with the implementation of social distancing, face covering, and new operational requirements as determined by the Recreation and Community Services Department. This order has been rescinded.
 19. City Park Basketball Courts. This order is rescinded effective the date when Los Angeles County reopens County Basketball Courts.
 20. City Park Tennis Courts. Tennis Courts will be reopened concurrently with Los Angeles County's reopening of tennis court facilities with new social distancing requirements as determined by the Recreation and Community Services Department. This order has been rescinded.

This Order was extended through May 15, 2020. Except for the items modified above, this Order has been extended through June 30, 2020. If Los Angeles County re-opens its beaches for leisure activities and its coastal bike path before June 30, 2020, Order Numbers 1-12 and 15 above are rescinded as of the date of County beach leisure activity and bike-path re-opening. Given the recent efforts by State and County Officials to help accelerate the re-opening of businesses, public amenities, and commercial services throughout the region, orders 1-15, 17, 18 and 20 above have been rescinded and all of the facilities described in the sections above have been reopened subject to ongoing County Health Order restrictions. Orders #16 – Aviation Park and #19 – City Park Basketball Courts remain in place until Los Angeles County reopens County Basketball Courts and Sports Fields respectively. Although not part of the City Manager's June 30, 2020 Order, it should be noted that Los Angeles County, on June 29, 2020, issued an

Order temporarily closing Public Beaches, Piers, Beach Bike Paths, and Beach Access Points for the period July 3 through 6 and prohibited Fireworks Shows and Events until further notice. The County's Pier closure only pertained to the portions of the Redondo Beach Pier used for fishing or ocean observation and does not include the Pier's restaurant and retail zones.

- For the period March 28, 2020 through April 24, 2020, the baseball fields at Dominguez, Alta Vista and Perry Parks are closed to the public. This Order was extended through May 15, 2020. This Order has been extended through June 30, 2020. This order is rescinded effective the date when Los Angeles County reopens County Sports Fields.
- Further described in the City Manager's April 9, 2020 Emergency Order (which is attached), for the period April 10, 2020 at 12:00 AM through April 24, 2020 at 12:00 AM, workers and customers of certain businesses and essential service providers such as grocery stores, laundromats, restaurants, and hotels must wear face coverings while performing their work, visiting the businesses or receiving the service. This Order was extended through May 15, 2020. This Order was extended through June 30, 2020. State and County Face Covering Orders remain in effect.
- The opening of Seaside Lagoon, scheduled for May 23, 2020, has been postponed indefinitely. Reservations for facility rentals at Seaside Lagoon have also been postponed indefinitely.
- City application fees for Temporary Use Permits needed for outdoor business activities on private commercial property during the COVID-19 Local Emergency Period were waived beginning June 9, 2020.
- City application fees for Encroachment Permits for Sidewalk Dining and Park Use Permits for Redondo Beach based businesses using City Parks for outdoor fitness, health, and wellness activities during the COVID-19 Local Emergency Period were waived beginning August 4, 2020.



Administrative Report

R.1., File # 21-1914

Meeting Date: 1/12/2021

TITLE

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:

204 Fisherman's Wharf, Redondo Beach, CA 90277

(portion of APN: 7505-002-933)

NEGOTIATING PARTY:

Tony Tran - Mini Chinese Restaurant

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

R.2., File # 21-1915

Meeting Date: 1/12/2021

TITLE

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:

140 International Boardwalk, Redondo Beach, CA 90277

(portion of APN: 7505-002-932)

NEGOTIATING PARTY:

Donald Cox, Mike Jimenez, and Jacob Moreno - MJD Landing LLC

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

R.3., File # 21-1919

Meeting Date: 1/12/2021

TITLE

CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Joe Hoefgen, City Manager

Mike Witzansky, Assistant City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Teamsters



Administrative Report

F.4., File # 21-1920

Meeting Date: 1/12/2021

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

Name of case:

City of Redondo Beach, City of Hermosa Beach v. California State Water Resources Control Board

Case Number: 20STCP03193