

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, February 2, 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, February 2, 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_Wpo6k1oKSYC6GVO-f0_8uw

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 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.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 & Economic Development Director

PROPERTY:

A portion of APN: 7505-002-908

NEGOTIATING PARTY:

[Esperanza Deese, - Esperanza Deese, an individual
113 W. Torrance Blvd.
Redondo Beach, CA 90277](#)

[UNDER NEGOTIATION:
Both Price and Terms](#)

- F.3.** [CONFERENCE WITH LEGAL COUNCIL - EXISTING LITIGATION- The Closed Session is authorized by attorney-client privilege, Government Code Section 54956.9\(d\)\(1\).](#)

[Name of case:
Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.
Case Number: BC682833](#)

- 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.** [REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY](#)
CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

- G. BLUE FOLDER ITEMS- ADDITIONAL BACK UP MATERIALS**

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

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

- H. CONSENT CALENDAR**

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

permitted to speak only once and comments will be limited to a total of three minutes.

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING AND REGULAR MEETING OF FEBRUARY 2, 2021

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA.

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. SEPTEMBER 15, 2020 SPECIAL AND REGULAR MEETING
B. SEPTEMBER 22, 2020 ADJOURNED REGULAR MEETING
C. OCTOBER 6, 2020 REGULAR MEETING
D. OCTOBER 13, 2020 ADJOURNED REGULAR AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 27127-27151 IN THE AMOUNT OF \$35,578.75, PD. 1/22/2021
DIRECT DEPOSIT 231134-231586 IN THE AMOUNT OF \$1,715,889.22, PD. 1/22/2021
EFT/ACH \$6,852.59, PD. 1/22/21 (PP2102)
EFT/ACH \$346,098.51, PD. 1/25/21 (PP2102)

ACCOUNTS PAYABLE DEMANDS
CHECKS 97537-97714 IN THE AMOUNT OF \$2,363,949.79
EFT CALPERS MEDICAL INSURANCE \$347,593.35
EFT BARINGS MULTIFAMILY CAPITAL \$156,903.00
DIRECT DEPOSIT 100004411-100004521 IN THE AMOUNT OF \$105,216.46, PD. 2/1/2021

REPLACEMENT DEMANDS 97532-97536

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

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

1. APPROVE CONSENT TO ASSIGNMENT OF AGREEMENT WITH GOLDEN TOUCH CLEANING, INC. TO COMMERCIAL BUILDING MANAGEMENT SERVICES, INC. FOR THE EXISTING TERM TO MAY 31, 2022.

2. APPROVE AGREEMENT WITH MARK ANDY, INC. FOR MAINTENANCE AND REPAIR SERVICES FOR CHECK FOLDING / SEALING MACHINE IN AN AMOUNT NOT TO EXCEED \$3,200 FOR THE TERM FEBRUARY 2, 2021 TO FEBRUARY 1, 2023.

3. APPROVE FIRST AMENDMENT TO THE AGREEMENT WITH ELLIS ENVIRONMENTAL, INC. FOR THE REDONDO BEACH TRANSIT CENTER PROJECT JOB NO. 20120 FOR HAZARDOUS MATERIALS ABATEMENT MONITORING SERVICES FOR AN ADDITIONAL AMOUNT OF \$9,000 FOR THE EXISTING TERM TO DECEMBER 31, 2022.

4. APPROVE AGREEMENT WITH LOS ANGELES COUNTY REGISTRAR-RECORDER / COUNTY CLERK FOR USE OF LOS ANGELES COUNTY OFFICIAL VOTE BY MAIL BALLOT DROP BOXES FOR LOCAL ELECTIONS FOR THE CITY'S GENERAL MUNICIPAL ELECTIONS AT NO COST TO THE CITY FOR THE TERM FEBRUARY 2, 2021 TO FEBRUARY 1, 2026.

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.7. REGRETFULLY ACCEPT THE RESIGNATION OF COMMISSIONER ALEX MILLEY FROM THE PUBLIC ART COMMISSION, AND AUTHORIZE THE CITY CLERK TO POST THE VACANCY

CONTACT: ELEANOR MANZANO, CITY CLERK

H.8. ADOPT BY 4/5 VOTE AND TITLE ONLY RESOLUTION NO. CC-2102-013, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2020-2021 BUDGET MODIFICATION TO APPROPRIATE UP TO \$70,000 IN SOUTHERN CALIFORNIA INCENTIVE PROJECT FUNDS FROM THE CALIFORNIA ENERGY COMMISSION TO THE CITY'S ELECTRIC VEHICLE CHARGING INFRASTRUCTURE CAPITAL IMPROVEMENT PROJECT #20770
APPROVE THE SUBMISSION OF THE SOUTHERN CALIFORNIA INCENTIVE PROJECT (SCIP) APPLICATION FORM FOR A DC FAST CHARGER AT THE REDONDO BEACH PERFORMING ARTS CENTER AS PART OF THE PROJECT REQUIREMENTS

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.9. APPROVE SECOND AMENDMENT TO THE AGREEMENT WITH RINCON CONSULTANTS, INC. FOR ENVIRONMENTAL REVIEW SERVICES OF A PROPOSED DEVELOPMENT PROJECT TO BE LOCATED AT 100-132 N. CATALINA AVENUE FOR AN ADDITIONAL AMOUNT OF \$79,137 FOR A TOTAL AMOUNT NOT TO EXCEED \$179,058 AND TO EXTEND THE TERM TO DECEMBER 31, 2021.

APPROVE FIRST AMENDMENT TO THE REIMBURSEMENT AGREEMENT WITH CATALINA FUND, LLC FOR REIMBURSEMENT OF COSTS RELATED TO THE ENVIRONMENTAL REVIEW OF A PROPOSED DEVELOPMENT PROJECT TO BE LOCATED AT 100-132 N. CATALINA AVENUE FOR AN ADDITIONAL AMOUNT OF \$105,097 FOR A TOTAL AMOUNT NOT TO EXCEED \$224,783 FOR A TERM THROUGH JUNE 30, 2022.

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

H.10. APPROVE CANCELLATION OF THE MARCH 2, 2021 REGULAR CITY COUNCIL MEETING AND AGENCY MEETINGS AND RESCHEDULE TO MARCH 9, 2021

CONTACT: ELEANOR MANZANO, CITY CLERK

H.11. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH WEST COAST CIVIL FOR CIVIL ENGINEERING CONSTRUCTION SUPPORT SERVICES FOR THE REDONDO BEACH TRANSIT CENTER PROJECT, JOB NO. 20120 FOR AN ADDITIONAL AMOUNT OF \$30,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$45,000 FOR THE EXISTING TERM

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

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 THE PROPOSED TEMPORARY EXPANSION OF RIVIERA VILLAGE CERTIFIED FARMER'S MARKET IN THE TRIANGLE LOT DURING COVID-19 RESTRICTION LIMITATIONS; AND

WAIVER OF ADDITIONAL LOST PARKING METER REVENUE DURING THE TEMPORARY EXPANSION OF THE RIVIERA VILLAGE CERTIFIED FARMER'S MARKET DURING COVID-19 RESTRICTION LIMITATIONS; AND

DESIGNATION OF "NO PARKING" AND "TOW AWAY" AT ALL PARKING METERS AFFECTED BY THE TEMPORARY CLOSURE OF THE EXPANDED SECTION OF THE TRIANGLE PARKING LOT ADJACENT TO S. ELENA AVENUE ON SUNDAYS BETWEEN 7:00 AM AND 3:00 PM

CONTACT: LAURIE KOIKE, INTERIM COMMUNITY SERVICES DIRECTOR

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE RESIDENTIAL TWO WASTE STREAM PILOT PROGRAM THAT WAS CONDUCTED FROM MARCH 2020 TO NOVEMBER 2020.

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

O. CITY MANAGER ITEMS

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

CONTACT: JOE HOEFGEN, CITY MANAGER

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. CLOSED SESSION

- R.1.** 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.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 & Economic Development Director

PROPERTY:

A portion of APN: 7505-002-908

NEGOTIATING PARTY:

Esperanza Deese, - Esperanza Deese, an individual

113 W. Torrance Blvd.

Redondo Beach, CA 90277

UNDER NEGOTIATION:

Both Price and Terms

- R.3.** CONFERENCE WITH LEGAL COUNCIL - EXISTING LITIGATION- The Closed Session is authorized by attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.

Case Number: BC682833

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, February 9, 2021, in the Redondo Beach City Hall

Council Chamber, 415 Diamond Street, Redondo Beach, California, via teleconference.



Administrative Report

F.1., File # 21-2022

Meeting Date: 2/2/2021

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.2., File # 21-2025

Meeting Date: 2/2/2021

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 & Economic Development Director

PROPERTY:

A portion of APN: 7505-002-908

NEGOTIATING PARTY:

Esperanza Deese, - Esperanza Deese, an individual

113 W. Torrance Blvd.

Redondo Beach, CA 90277

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

F.3., File # 21-2029

Meeting Date: 2/2/2021

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

Name of case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.

Case Number: BC682833



Administrative Report

F.1., File # 21-1940

Meeting Date: 2/2/2021

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

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

**AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, FEBRUARY 2, 2021 - 6:00 P.M.
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET**

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

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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

C. CONSENT CALENDAR

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

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of February 2, 2021.

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

C3. APPROVAL OF MINUTES:
a. Regular Meeting of January 5, 2021.

C4. APPROVAL OF CHECK NUMBERS 000468 THROUGH 000470 IN THE TOTAL AMOUNT OF \$5,770.05.

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS

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

The next meeting of the Redondo Beach Community Financing Authority will be a special meeting to be held at 6:00 p.m. on Tuesday, March 9, 2021, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

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



Eleanor Manzano
City Clerk

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

tel 310 318-0656
fax 310 374-0220

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
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	Community Financing Authority
Posting Type	Regular Meeting Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ City Hall Kiosk
Meeting Date & Time	February 2, 2021 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk
Redondo Beach Community Financing Authority

Date: January 28, 2021

MOTION TO READ BY TITLE ONLY

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

Recommendation - Approve

CALL TO ORDER

Via Teleconference, a Regular Meeting of the Community Financing Authority was called to order by Chairman Brand at 6:10 p.m. in the City Hall Council Chamber, 415 Diamond Street.

ROLL CALL

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

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Horvath, seconded by Member Gran, to approve the Order of Agenda as presented. Motion carried unanimously, with no objections.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION – NONE

B1. BLUE FOLDER ITEMS – NONE

C. CONSENT CALENDAR

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

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

C3. APPROVE THE FOLLOWING MINUTES:
a. Regular Meeting of December 1, 2020.

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

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

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

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

D. EXCLUDED CONSENT CALENDAR ITEMS - NONE

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS – NONE

G. PUBLIC HEARINGS – NONE

H. OLD BUSINESS – NONE

I. NEW BUSINESS – NONE

J. MEMBERS ITEMS AND REFERRALS TO STAFF – NONE

K. ADJOURNMENT: 6:12 p.m.

Motion by Member Emdee, seconded by Member Horvath, to adjourn at 6:12 p.m. Motion carried unanimously, with no objections.

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

Respectfully submitted,

Eleanor Manzano, City Clerk



Administrative Report

Authority Action Date: February 2, 2021

**To: CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING
AUTHORITY**

From: MARNI RUHLAND, FINANCE DIRECTOR

Subject: CHECK APPROVAL

RECOMMENDATION

Approve check numbers 000468 through 000470 in the total amount of \$5,770.05.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check numbers 000468 through 000470 in the total amount of \$5,770.05. Check 000468 is a reimbursement to the City for expenses paid by the City on behalf of the Community Financing Authority. Check numbers 000469 and 000470 are payments associated with the Kincaid's Restaurant building. Check number 000469 is a payment to the City for quarterly sewer fees and check 000470 is a payment to the Redondo Pier Association for quarterly dues.

BACKGROUND

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

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

Administrative Report

Check Approval

Page 2

February 2, 2021

Per the lease agreement, the City will be responsible for the cost of monthly service costs for water, sewer, and trash; possessory interest taxes; common area expenses as defined; and the repairs to the structural portions of the Building. On a monthly basis, the City is reimbursed for such expenses by the CFA.

The payment to the City of Redondo Beach on check number 000468 in the amount of \$3,051.09 is for the reimbursement of January 2021 expenditures made by the City on the Community Financing Authority's behalf.

The payment to the City of Redondo Beach on check number 000469 in the amount of \$634.54 is for the October through December 2020 sewer fee in connection with the ownership of the Kincaid's Restaurant building.

The payment to the Redondo Pier Association on check number 000470 in the amount of \$2,084.42 is for the January through March 2021 dues in connection with the ownership of the Kincaid's Restaurant building.

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check numbers 000468 through 000470 in the total amount of \$5,770.05.

Submitted by:
Marni Ruhland, Finance Director

Approved for forwarding by:
Joe Hoefgen, City Manager

dkaku

Attachment:

- Summary Check Register

COMMUNITY FINANCING AUTHORITY
Summary Check Register

DATE	CHECK NO	AMOUNT	PAYEE	DESCRIPTION
02/02/21	000468	\$ 3,051.09	City of Redondo Beach	Reimbursement - January 2021
02/02/21	000469	\$ 634.54	City of Redondo Beach	Sewer Fee - October - December 2020
02/02/21	000470	\$ 2,084.42	Redondo Pier Association	Dues - January - March 2021
		<u>\$ 5,770.05</u>		



Administrative Report

G.1., File # 21-2015

Meeting Date: 2/2/2021

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 21-2013

Meeting Date: 2/2/2021

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 FEBRUARY 2, 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	FEBRUARY 2, 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 28, 2021



Administrative Report

H.2., File # 21-2014

Meeting Date: 2/2/2021

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 # 21-1901

Meeting Date: 2/2/2021

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

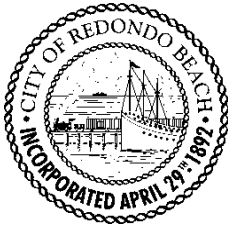
- A. SEPTEMBER 15, 2020 SPECIAL AND REGULAR MEETING
- B. SEPTEMBER 22, 2020 ADJOURNED REGULAR MEETING
- C. OCTOBER 6, 2020 REGULAR MEETING
- D. OCTOBER 13, 2020 ADJOURNED REGULAR AND REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



CALL MEETING TO ORDER

Via teleconference, an Adjourned Regular Meeting of the Redondo Beach City Council was called to order by Mayor Brand at 4:30 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Gran, Emdee (arrived at 4:35 p.m.)

Councilmembers Absent: None

Officials Present: Eleanor Manzano, City Clerk
Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

SALUTE TO THE FLAG AND INVOCATION – NONE

BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS

Mayor Brand called for public comment via eComment.

Chief Deputy City Clerk Vickie Kroneberger read the following comments;

Chloe Martinez opposed Proposition 16, reviewed the impacts and asked that Council oppose it.

Elizabeth Mason opposed Proposition 16, reviewed the impacts, and asked that Council oppose it.

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

F. RECESS TO CLOSED SESSION at 4:35 p.m.

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

NAME OF CASE

Connor Cassidy v. City of Redondo Beach, et al.

Case Number: BC717365

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

AGENCY NEGOTIATOR:

Joe Hoefgen, City Manager

Mike Witzansky, Assistant City Manager

PROPERTY:

136 N. International Boardwalk, Redondo Beach, CA 90277
140 N. International Boardwalk, Redondo Beach, CA 90277
124 N. International Boardwalk, Redondo Beach, CA 90277
109 Torrance Blvd., #100, Redondo Beach, CA 90277
209 N. Harbor Drive, Redondo Beach, CA 90277
102 N. International Boardwalk, Redondo Beach, CA 90277
206 Fisherman's Wharf, Redondo Beach, CA 90277
605 N. Harbor Dr., Redondo Beach, CA 90277
230 Portofino Way, Redondo Beach, CA 90277
105 W Torrance Blvd., Redondo Beach, CA 90277
111 W. Torrance Blvd. #100, Redondo Beach, CA 90277
500 Fisherman's Wharf, Redondo Beach, CA 90277
108 N. International Boardwalk, Redondo Beach, CA 90277
154 N. International Boardwalk, Redondo Beach, CA 90277
140 N. International Boardwalk, Redondo Beach, CA 90277
202 Fisherman's Wharf, Redondo Beach, CA 90277
210 Fisherman's Wharf, Redondo Beach, CA 90277
129 W. Torrance Blvd., Redondo Beach, CA 90277
164 N. International Boardwalk, Redondo Beach. CA 90277
122 N. International Boardwalk, Redondo Beach, CA 90277
105 W. Torrance Blvd, Suite 100, Redondo Beach, CA 90277
203 Fisherman's Wharf, Redondo Beach, CA 90277
160 N. International Boardwalk, Redondo Beach, CA 90277
260 Portofino Way, Redondo Beach, CA 90277
130 International Boardwalk, Redondo Beach, CA 90277
179 North Harbor Drive, Redondo Beach, CA 90277
400 N. Harbor Dr., Redondo Beach, CA 90277
140 N. International Boardwalk, Redondo Beach, CA 90277
245 N. Harbor Drive, Redondo Beach, CA 90277
207 N. Harbor Drive, Redondo Beach, CA 90277
119 W. Torrance Blvd., Redondo Beach, CA 90277
655 N. Harbor Dr., Redondo Beach, CA 90277
201 Fisherman's Wharf, Redondo Beach, CA 90277
119 W. Torrance Blvd., Suite 3, Redondo Beach, CA 90277
134 N. International Boardwalk, Redondo Beach, CA 90277
201 Fisherman's Wharf #103, Redondo Beach, CA 90277
125 W. Torrance Blvd., Redondo Beach, CA 90277
120 N. International Boardwalk, Redondo Beach, CA 90277
140 N. International Boardwalk, Redondo Beach, CA 90277

NEGOTIATING PARTY:

Jessica Lo Ibarra, Basq Kitchen
Anthony Le, Betty-G
Kim, Boardwalk Candy
Joey Shanahan, Cancer Support Community
George Loren, Captain Kidd's
Eswin Corado, El Baja Chef
Craig Wright, Hot Dog on a Stick
Brad Howard, Jackbilt
Michael Kelly, KRG JCS Redondo Beach, LLC

Shinoi Osuka, Juca
 Carl Kulman, Kuhlman
 Jeff Cantwell & Lisa Saracene, Landry's
 Joy Corradetti, Mystical Joy
 Jim Trevellen, Naja's
 Jacob Moreno, Navegante
 Ed Castro, New Starboard Attitude
 Reggie Fong, Old Tony's
 Michael Le Coz, Ozobot
 Patrick Webb, Paddlehouse
 Parin Demel, Pier Bakery
 Piero Quinci, Aloha Braces
 Robert Borgese, Pizza on the Pier
 Terry Turk, Polly's on the Pier
 Jake Donoghue, Portofino Hotel
 Jeff Jones, Quality Seafood
 George Loren, R10
 Van Wong, Redondo Beach Hotel
 Jake Mark, Redondo Sportfishing and Whale Watching
 John Fisher, Ruby's
 George Moussalli, Sambas
 Joelle Adkins, Savoir Faire Language Institute
 Michael, Zislis, Shade Hotel
 Lillian Taylor, Slightly Different
 Ron Spohn, Spohn Design
 Jean Pierre de Melo, Spybase
 Sione & Adrianne Taufa, T's Toe Rings & Gifts
 Sumet Tungchoothongchai, The Shrimp Lover
 Rashel Mereness, The Slip
 John Kukawsky, Tradewinds & Pineapple Alley

UNDER NEGOTIATION:

Both Price and Terms

- F.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Lori Ann Manby v. City of Redondo Beach, et al.
 Case Number: BC710657

- 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:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.
 Case Number: BC682833

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

Name of case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.

- F.6. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION** - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1)

Name of case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.
Case Number: 19STCV13547

- F.7. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION** - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(3).

One potential case

- F.8. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION** - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).

One potential case

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to recess at 4:35 p.m. to conduct Closed Sessions attended by City Manager Joe Hoefgen, City Attorney Mike Webb, Assistant City Manager Witzansky, Assistant City Attorney Cheryl Park, Public Works Director Ted Semaan, Human Resources Director Diane Strickfaden, City Engineer Andy Winje, Waterfront and Economic Development Director Stephen Proud, Community Services Director John La Rock, Civil Engineer Geraldine Trivedi, Outside Legal Counsel Lisa Bond, and Outside Legal Counsel Dana McKune. Motion carried unanimously, with the following roll call vote:

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

G. RECONVENE TO OPEN SESSION: 6:00 p.m.

H. ROLL CALL

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

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Hoefgen announced that Assistant City Attorney Park did not attend Closed Session, and Council voted unanimously on Item F.3 to waive the collection of costs in exchange for the lawsuit in the case of Lori Ann Manby v. City of Redondo Beach, et al.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Horvath, seconded by Councilmember Emdee, to adjourn at 6:00 p.m. to a regular meeting. Motion carried unanimously, with the following roll call vote:

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

ABSENT: None

A. CALL TO ORDER

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

B. ROLL CALL

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

C. SALUTE TO THE FLAG AND INVOCATION

At the request of Mayor Brand, the audience and Councilmembers rose to salute the flag followed by a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

Councilmember Nehrenheim announced his Community Meeting last weekend, stated he will try to have an online community meeting next week, and wished everyone a happy fall season.

Councilmember Loewenstein announced his District 2 Community meeting taking place on September 23, 2020 at 6:30 p.m. to 8:00 p.m. on Zoom discussing skateparks in the City.

Councilmember Horvath stated his Community Meeting will take place on Saturday on September 26, 2020 as an open forum.

Councilmember Gran announced his well-attended online community last Saturday, discussions will take place regarding the reimbursement program, and asked that everyone stay safe. He also said that ticketing will begin on September 21, 2020 regarding parking and street sweeping.

Councilmember Emdee informed of a mural on the wall at Dale Page Park painted by the Girl Scouts.

Mayor Brand thanked the Redondo Beach Fire Department for helping with the fires; and announced the passing of Pete Siracusa who had been running the fish truck for over 35 years at the farmer's market at Veteran's Park.

E. APPROVAL OF ORDER OF AGENDA

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to approve the agenda as presented. Motion carried unanimously, with the following roll call vote:

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

F. AGENCY RECESS – NONE

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Motion by Councilmember Emdee, seconded by Councilmember Horvath, to receive and file additional materials for Items J.1, L.1., N.1, N.2, N.4, and P.1. Motion carried unanimously, with the following roll call vote:

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

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING AND REGULAR MEETING OF SEPTEMBER 15, 2020
CONTACT: ELEANOR MANZANO, CITY CLERK

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

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. JUNE 16, 2020 ADJOURNED REGULAR AND REGULAR MEETING
CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
EFT/ACH \$349,515.12, PD. 8/27/2020 (PP2017)

ACCOUNTS PAYABLE DEMANDS
CHECKS 95885-96036 IN THE AMOUNT OF \$649,031.37
CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

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

1. APPROVE NINTH AMENDMENT WITH THE AGREEMENT WITH SIRSI CORPORATION DBA SIRSIDYNIX FOR WEB SERVICES CONNECTOR AND GATEWAY FOR CAPIRAMOBILE LIBRARY APP AND CUSTOM REPORT TO EXTEND USER PRIVILEGE IN AN AMOUNT NOT TO EXCEED \$10,450 FOR THE TERM NOVEMBER 1, 2020 TO OCTOBER 31, 2023.

2. APPROVE AGREEMENT WITH OVERDRIVE, INC. FOR RBDIGITAL UNLIMITED EDUCATION UNIVERSAL CLASS SUBSCRIPTION IN AN AMOUNT NOT TO EXCEED \$1,500 FOR THE TERM DECEMBER 1, 2020 TO NOVEMBER 30, 2021.
CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

H.6. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2009-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA APPROVING THE FILING OF A CLAIM WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR FISCAL YEAR 2020-21.
CONTACT: JOHN LA ROCK, COMMUNITY SERVICES DIRECTOR

H.7. PULLED BY COUNCILMEMBER GRAN FOR FURTHER DISCUSSION.

H.8. APPROVE AN AGREEMENT FOR THE CITY TO JOIN THE NATIONAL COOPERATIVE PURCHASING ALLIANCE AND AUTHORIZE STAFF TO PURCHASE JANITORIAL SUPPLIES FOR CITY FACILITIES FROM WAXIE SANITARY SUPPLY FOR AN ANNUAL COST NOT TO EXCEED \$149,117

TED CONTACT: SEMAAN, PUBLIC WORKS DIRECTOR

- H.9. APPROVE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR CDBG CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED \$62,250 FROM FY 2020-21 HUD ENTITLEMENT FUNDS FOR THE TERM SEPTEMBER 15, 2020-JUNE 30, 2021.
CONTACT: JOHN LA ROCK, COMMUNITY SERVICES DIRECTOR**
- H.10. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH NICHOLS CONSULTING ENGINEERS, CHTD FOR ADDITIONAL SERVICES TO PREPARE A FIVE-YEAR WORK PLAN FOR THE CITY'S STREET NETWORK AND UPDATE THE PAVEMENT MANAGEMENT SYSTEM FOR AN ADDITIONAL AMOUNT OF \$11,680 FOR THE EXISTING TERM
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.11. APPROVE GRANT AGREEMENT 20-21/4-A WITH BEACH CITIES HEALTH DISTRICT FOR FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES IN AN AMOUNT NOT TO EXCEED \$58,000 AND FOR THE POLICE DEPARTMENT DOMESTIC VIOLENCE ADVOCACY PROGRAM IN AN AMOUNT NOT TO EXCEED \$39,813 FOR THE TERM JULY 1, 2020 THRU JUNE 30, 2021
CONTACT: ROBERT METZGER, FIRE CHIEF**
- H.12. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH KOA CORPORATION FOR ADDITIONAL INSPECTION SERVICES FOR THE RESIDENTIAL STREET REHABILITATION PROJECT, CYCLE 2, PHASES 1 & 2, JOB NO. 40190 AND THE SANITARY SEWER PROJECT - 2020 UPGRADES TO PCH/VISTA DEL MAR PROJECT, JOB NO. 50150, FOR AN ADDITIONAL AMOUNT OF \$174,920 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$507,570, FOR THE EXISTING TERM
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.13. PULLED BY COUNCILMEMBER NEHRENHEIM FOR FURTHER DISCUSSION.**
- H.14. APPROVE THE SIXTH AMENDMENT TO THE AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING FOR REDONDO BEACH TRANSIT CENTER PROJECT MANAGEMENT SERVICES FOR AN ADDITIONAL AMOUNT OF \$100,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$795,800 AND TO EXTEND THE TERM TO DECEMBER 31, 2022
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.15. APPROVE THE SAFE, CLEAN WATER MUNICIPAL TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF REDONDO BEACH FOR THE TERM ENDING JUNE 30, 2024
TED CONTACT: SEMAAN, PUBLIC WORKS DIRECTOR**
- H.16. ADOPT BY 4/5 VOTE AND BY TITLE ONLY, RESOLUTION NO. CC-2009-065, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AUTHORIZING A FISCAL YEAR 2020-2021 BUDGET MODIFICATION TO APPROPRIATE \$108,000 IN STATE OFFICE OF TRAFFIC SAFETY GRANT FUNDS.

APPROVE A GRANT AGREEMENT WITH THE CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (S.T.E.P.) FOR THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$108,000 FOR THE TERM BEGINNING OCTOBER 1, 2020 TO SEPTEMBER 30, 2021.
CONTACT: KEITH KAUFFMAN, CHIEF OF POLICE**
- H.17. ADOPT BY 4/5 VOTE AND BY TITLE ONLY, RESOLUTION NO. CC-2009-066, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AUTHORIZING A**

FISCAL YEAR 2020-2021 BUDGET MODIFICATION TO APPROPRIATE \$55,000 IN STATE OFFICE OF TRAFFIC SAFETY GRANT FUNDS.

APPROVE A GRANT AGREEMENT WITH THE CALIFORNIA OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM FOR THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$55,000 FOR THE TERM BEGINNING OCTOBER 1, 2020 UNTIL SEPTEMBER 30, 2021.

CONTACT: KEITH KAUFFMAN, CHIEF OF POLICE

H.18. PULLED BY MAYOR BRAND FOR FURTHER DISCUSSION.

H.19. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH GILLIS + PANICHAPAN ARCHITECTS, INC. (GPA) FOR CITY COUNCIL CHAMBER IMPROVEMENTS CONSULTING SERVICES TO PROVIDE ADDITIONAL SERVICES, FOR AN ADDITIONAL AMOUNT OF \$9,950 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$110,940, FOR THE EXISTING TERM

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

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

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to approve Consent Calendar items H.1 through H.19, with the exclusion of Items H.7, H.13, and H.18. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Gran, Emdee

NOES: None

ABSENT: None

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

I. EXCLUDED CONSENT CALENDAR ITEMS

H.7. REGRETFULLY ACCEPT THE RESIGNATION OF COMMISSIONER JENNIFER GLAD FROM THE PLANNING COMMISSION AND AUTHORIZE THE CITY CLERK TO POST THE VACANCY AND ACCEPT MEMBER GLAD'S RESIGNATION FROM THE GENERAL PLAN ADVISORY COMMITTEE

CONTACT: ELEANOR MANZANO, CITY CLERK

Councilmember Gran thanked Jennifer Glad for her participation on the Planning Commission.

Mayor Brand called for public comment via eComment.

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

Daniel Elder thanked Jennifer Glad for her involvement and service in the City.

Matthew Hinsley thanked Jennifer Glad for her work and dedication on the GPAC and Planning Commission.

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

Motion by Councilmember Gran, seconded by Councilmember Emdee, to accept the resignation of Commissioner Jennifer Glad from the Planning Commission and authorize the City Clerk to post the vacancy

and accept Member Glad's resignation from the General Plan Advisory Committee. Motion carried unanimously, with the following roll call vote:

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

H.13. ADOPT BY TITLE ONLY ORDINANCE NO. O-3205-20, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH AMENDING SECTION 2-9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION. FOR SECOND READING AND ADOPTION.

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

Councilmember Nehrenheim asked about having a Redondo Beach King Harbor and Pier Leese Association Pact.

Waterfront and Economic Development Director Stephen Proud explained he is not aware of any pact associated with any of the harbor, pier or lessees. City Clerk Manzano also said she has not verified the organization or received any information via the Secretary of State or received a 410.

In response to Mayor Brand, City Clerk Manzano stated an organization would have to file a 460 to the City or they would be in violation and penalized.

City Attorney Webb suggested continuing this item to the next Council meeting to allow for further research and to determine the actual status of the organization.

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

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to continue this item to the October 6, 2020 City Council meeting. Motion carried unanimously, with the following roll call vote:

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

H.18. APPROVE VOTE CENTER FACILITY USE AGREEMENT AND ELECTION PLANS FOR USE OF AVIATION GYMNASIUM AND PERRY PARK TEEN CENTER AND CHECK-IN-CENTER AGREEMENT AT REDONDO BEACH PERFORMING ARTS CENTER PARKING LOT WITH LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE NOVEMBER 3, 2020 GENERAL (PRESIDENTIAL) ELECTION FOR THE TERM SEPTEMBER 15, 2020 THROUGH DECEMBER 31, 2020

CONTACT: ELEANOR MANZANO, CITY CLERK

City Clerk Manzano gave an updated report:

- All registered voters will be receiving a ballot by mail
- Three drop off boxes for ballots (triangle in the Riviera Village, North Branch Library and Main Library)
- Vote centers (five in Redondo Beach – Riviera United Methodist Church, South Bay Adult School, Aviation Gym and Perry Park, Portofino Hotel) – ballots can be dropped off
- Ballots will start being mailed out on October 5, 2020
- Vote centers all over LA County can be used as well
- Ballots mailed by election date

- All information will be on the website
- Vote by mail requires signature of ballot – county will verify

Mayor Brand pointed out that a ballot may not be postmarked on the same day and suggested dropping off ballots the day before to allow for extra mailing time prior to the election day. City Clerk Manzano suggested using the drop off location boxes rather than dropping at a mailbox if it's close to election day.

Mayor Brand suggested not putting a ballot in the mail on election day, and instead going to a vote center or mailing the day before.

In response to Mayor Brand, City Clerk Manzano stated if a ballot is damaged, the voter should go to the vote centers but encouraged going sooner rather than waiting for election day.

In response to Councilmember Horvath, City Clerk Manzano stated ballot collections take place multiple times a week, signatures are verified upon receipt, and ballots received early will be counted by election night.

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

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to approve Vote Center Facility Use Agreement and Election Plans for use of Aviation Gymnasium and Perry Park Teen Center and Check-In-Center Agreement at Redondo Beach Performing Arts Center parking lot with Los Angeles County. Motion carried unanimously, with the following roll call vote:

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

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mayor Brand called for public comment via eComment and Zoom.

Jim Hannon, South Bay Bicycling Coalition and resident, reviewed the numbers regarding the bicycling and pedestrian count, and stated South Redondo counted 282 bikes per hour last year and 435 bikes per hour this year and pedestrians grew by 73% this year. South Redondo last year had 11 bicyclists per hour and 29 this year, and pedestrians went from 34 to 55%. He also pointed out the numbers would be higher if the schools had been open.

Motion by Councilmember Nehrenheim, seconded by Councilmember Horvath, to extend Mr. Hannon's time. Motion carried unanimously.

Mr. Hannon said as of 2019, the City completed 1.8 miles of bikeways out of the 39 miles approved in 2011, and the SBBC is concerned with lack of bikeways and safety issues. He asked that the City make progress in implementing the Bicycle Master Plan.

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

K. EX PARTE COMMUNICATIONS

Councilmember disclosed discussions with the public, developer, Planning Commissioners Hinsley and Strutzenberg, staff, Councilmember Loewenstein and Mayor Brand.

Councilmember Loewenstein disclosed discussions with the developer, appellant, staff, Commissioner Strutzenberg and Mayor Brand.

Councilmember Horvath disclosed discussions with Mr. Biro, owner of the property, residents, attended community meetings, and discussions with Commissioner Elder and Mayor Brand.

Councilmember Gran disclosed discussions with Mr. Biro, Councilmember Emdee, and staff.

Councilmember Emdee disclosed discussions with Mr. Biro, staff, Councilmember Gran, and watched the Planning Commission meeting.

Mayor Brand disclosed discussions with Councilmembers Loewenstein, Nehrenheim and Horvath.

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING TO CONSIDER AN APPEAL OF THE PLANNING COMMISSION APPROVALS OF A CONDITIONAL USE PERMIT, PLANNING COMMISSION DESIGN REVIEW, AND SUBDIVISION (VESTING TENTATIVE TRACT MAP NO. 82707) FOR A PROPOSED 36-UNIT RESIDENTIAL CONDOMINIUM PROJECT, "THE FOUNDRY", ON PROPERTY LOCATED WITHIN A LOW-DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) ZONE AT 2829, 2893, AND 2901 190TH STREET AND 2928, 2922, AND 2910 FISK LANE, REDONDO BEACH, CALIFORNIA 90278.

A)

CONSIDER TO ADOPT BY TITLE ONLY RESOLUTION NO. CC-2009-068, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DENYING THE APPEAL AND APPROVING A CONDITIONAL USE PERMIT, PLANNING COMMISSION DESIGN REVIEW, AND VESTING TENTATIVE TRACT MAP NO. 82707 TO ALLOW THE CONSTRUCTION OF A 36-UNIT RESIDENTIAL CONDOMINIUM PROJECT, "THE FOUNDRY", ON PROPERTY LOCATED WITHIN A LOW-DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) ZONE AT 2829, 2893 AND 2901 W. 190TH STREET AND 2928, 2922, AND 2910 FISK LANE, REDONDO BEACH, CALIFORNIA 90278;

OR

B)

CONSIDER TO ADOPT BY TITLE ONLY RESOLUTION NO. CC-2009-069, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH APPROVING THE APPEAL AND DENYING CONDITIONAL USE PERMIT, PLANNING COMMISSION DESIGN REVIEW, AND VESTING TENTATIVE TRACT MAP NO. 82707 TO ALLOW THE CONSTRUCTION OF A 36-UNIT RESIDENTIAL CONDOMINIUM PROJECT, "THE FOUNDRY", ON PROPERTY LOCATED WITHIN A LOW-DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) ZONE AT 2829, 2893 AND 2901 W. 190TH STREET AND 2928, 2922, AND 2910 FISK LANE, REDONDO BEACH, CALIFORNIA 90278.

PROCEDURES:

- a. Open the public hearing, take testimony;**
- b. Close the public hearing;**
- c. Adopt either Resolution No. CC-2009-068 by title only denying the appeal and approving the project, or Resolution No. CC-2009-069 by title only approving the appeal and denying the project.**

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

Motion by Councilmember Emdee, seconded by Councilmember Nehrenheim, to open the public hearing. Motion carried unanimously, with the following roll call vote:

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

Planning Manager Sean Scully gave a presentation and discussed the following:

- 36 two-story condominium proposal
- Items being appealed
- Staff present
- Planning Commission hearing recap
- Public outreach summary
- Public comment summary
- Project location
- Existing and surrounding development
- Project description with key elements
- Analysis of citing appeal code sections
- Analysis of zoning ordinance development requirements
- Analysis of criteria in order to approve the CUP, Planning Commission Design and Review and Vesting Tentative Tract Map
- Procedural slides
- Two resolutions for consideration

Nick Biro, applicant, gave a report and discussed the following:

- Timeline and process
- Outreach meetings
- Project - 36 units
- Requested approval

Assistant City Attorney Park reviewed the rules of conduct which include:

- A motion to open the public hearing
- A motion to receive and file documentation
- Proponent discussions
- Any person in favor and any person opposed
- Answers from the proponent
- City Council questions
- Motion to close the public hearing
- City Council discussion and then motion

Motion by Councilmember Nehrenheim, seconded by Councilmember Gran, to receive and file the staff report, applicant paperwork and any other pertinent information provided by staff tonight. Motion carried unanimously, with the following roll call vote:

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

Motion by Councilmember Nehrenheim, seconded by Councilmember Gran, to waive the normal rules regarding the order, and to just take public comment after the applicant has provided the presentation. Motion carried unanimously, with the following roll call vote:

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

ABSENT: None

In response to Mayor Brand regarding Quimby Fees, Community Development Director Forbes believed that these are paid at the time of obtaining the building permits.

In response to Mayor Brand, Mr. Biro stated they are contemplating bringing a builder on board.

Community Development Director Forbes stated there is a timeframe regarding the Vesting Tentative Map, plan check and file building permits.

In response to Mayor Brand, Assistant City Attorney Park stated the key is to have an open mind and not being biased against or for the project, and discussions can take place in public as long as there is not a serial meeting. Mayor Brand also explained the Brown Act rules.

In response to Councilmember Horvath, Councilmember Nehrenheim stated the project was appealed due to significant public interest to include housing and statewide concern.

Mayor Brand asked about having staff come back regarding inclusionary zoning for affordable housing. Community Development Director Forbes stated this has been put on the Strategic Plan and staff will receive a proposal from the housing advisor and grant agreement completed and executed in June.

Mayor Brand read the City of Santa Monica City Charter which has a 30% affordable housing inclusionary zoning, and expressed concern with this taking a long time in the City of Redondo.

Councilmember Loewenstein stated since he has been on City Council, he noted the only affordable housing is with the Galleria. He also asked about the zoning and lot combinations added to the ordinance. Community Development Director Forbes referred to Code Section 10-2.514 under permitted lot combinations with three different possible requirements that could be satisfied in order to allow two or more lots to be combined. She also reviewed the map showing the lots and access onto 190th.

Councilmember Loewenstein suggested having a no left turn sign and a bulb out not allowing traffic to go left onto 190th and asked about the 10-foot topographical lot. Planning Manager Sean Scully explained that there is a very abrupt elevation which is unique but only happens in one location on the lot.

Mr. Biro stated the neighborhood was very specific that they wanted only a limited number of units to access Spreckels.

Councilmember Loewenstein expressed concern with mansionization of the neighborhoods and losing R1 lots. City Attorney Webb stated the ordinance would have to be changed and suggested a referral with specific amendments, looking at very objective criteria.

Councilmember Nehrenheim asked about the parcels. Community Development Director Forbes explained the parcel numbers, and that parcels 2 and 3 next to each other are not part of the project.

Mr. Biro clarified that the image is the land owned by the existing owner, and the project does not include those lots which are being rented.

Mayor Brand called for public comment via eComment and Zoom.

Rolf Strutzenberg referred to the code which states that two or more lots may be combined only with all of the requirements with Sections B1, B2 and B3 of the section are satisfied. This subsection is not intended to permit the combination of two or more typical or standard size lots or permit the development of a massive scale inconsistent with the neighborhood. He said the project does include two or more typical or standard

size lots which is prohibited by the code. He also said to allow this would set a precedent for other lot combinations. He suggested the owner could fully develop the properties individually and allow easements within the properties. He pointed out that it is the duty of City Council to defend and support the Redondo Beach Municipal Code as currently written.

Warren Chun, Redondo Beach, believed that the residents in the neighborhood want the project completed as is which will be a beautiful project, the units are below requirements, Mr. Biro has had significant outreach to the community, and the project will be great for the community and will add value to the neighborhood.

Landon Zug stated they will be working on the covenants, conditions and restrictions and said he is available for questions.

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

Larry Nelson supported the project which will add value to the neighborhood replacing a dormant industrial facility. He urged Council to approve the project.

Grace Peng said the project meets all zoning requirements and will provide much needed housing in the region.

Dale Petrulis stated the League of Women Voters of Beach Cities supported the timeliness and importance of providing supportive housing in Redondo Beach and finding a solution to end illegal encampments.

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

Councilmember Emdee asked about the requirement of parking cars in the garages. Planning Manager Scully stated this will be included in the CC&R's with a restriction that the residents have to keep their garages clean to allow for parking, and the guest parking for guests only.

Councilmember Emdee suggested that Legal address Mr. Strutzenberg's interpretation of the code. Assistant City Attorney Park explained the way it is written is very discretionary regarding consolidation of the lots and staff would make the determination, along with the Planning Commission and City Council.

Mr. Biro stated by combining the lots, the possibility of building four duplexes with driveways on Fisk would be removed. He also said by taking the four units and turning them creates a safer condition and better project.

Land Use Counsel explained that the code stated two or more lots may be combined only when all of the requirements are met below, allowing for multiple lots to be combined, with only one lot to meet the requirement which has been done with the project, satisfying the requirements for the lot merger.

Councilmember Gran stated staff indicates that the project complies and questioned having an appeal.

Councilmember Nehrenheim asked about issuing a variance. Assistant City Attorney Park did not believe an application for a variance was filed and is not before City Council at this time.

Councilmember Nehrenheim asked about the hazardous material situation. Staff noted a requirement to provide a health and safety plan as well as a soils management plan and when buildings get demoed and grading occurs, it is their responsibility to do the remediation, with the fire department getting the results and evaluated issuing a no further action plan.

Councilmember Nehrenheim asked about not having any inclusionary housing or affordable housing in the project. Mr. Biro stated they wanted to provide a project with neighborhood engagement, something

requiring a buy in from the neighborhood, a quality project, and to move forward through staff, Planning Commission and City Council. He also said neighborhood engagement is essential and noted very good discussions. He stated as of February, there were approximately 60 people still working at the foundry.

Councilmember Nehrenheim supported not going out to the maximum density of the project, noted a 10 foot drop over a 2 acre parcel is not significant, and noted the Anastasi project next door. Community Development Director Forbes explained the uniqueness of the project and the Anastasi project has access points that can be utilized but 190th is different due to not having the traffic safety issue.

Councilmember Nehrenheim noted having only one exit way onto Fisk forcing all traffic into one entrance/exit. Community Development Director Forbes stated this was evaluated in the environmental CEQA review as well as at the Planning Commission, not creating a significant impact.

Planning Manager Scully stated stop signs were added at the driveway exit points to ensure having a controlled access point from the driveway.

Councilmember Nehrenheim asked about the traffic circle being removed. City Traffic Engineer Kim explained this was west of the general area and said there were no other changes made in the neighborhood since this project was approved in July. He also said the Inglewood Avenue neighborhood traffic control including speed cushions and turn restrictions along Firmona were approved.

Mayor Brand noted there are different ways to interpret things which is why there are elected officials showing their own discretion.

Motion by Councilmember Emdee, seconded by Councilmember Gran, to close the Public Hearing. Motion carried unanimously, with the following roll call vote:

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

Motion by Councilmember Emdee, seconded by Councilmember Horvath, to adopt by title only Resolution No. CC-2009-068, a Resolution of the City Council of the City of Redondo Beach, California, denying the appeal and approving a Conditional Use Permit, Planning Commission Design Review, and Vesting Tentative Tract Map No. 82707 to allow the construction of a 36-unit residential condominium project, "The Foundry", on property located within a low-density multiple-family residential (R-3) Zone at 2829, 2893 and 2901 W. 190th Street and 2928, 2922, and 2910 Fisk Lane, Redondo Beach, California 90278. Motion carried with the following roll call vote:

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

City Clerk Manzano read by title only Resolution No. CC-2009-068.

M. ITEMS CONTINUED FROM PERVIOUS AGENDAS – NONE

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION ON THE TRIENNIAL CITYWIDE PAVEMENT MANAGEMENT SURVEY FINDINGS, RECOMMENDED RESIDENTIAL STREET REHABILITATION AND SLURRY SEAL LIST AND THE POTENTIAL RESURFACING OF BERYL STREET BETWEEN PROSPECT AVENUE AND PACIFIC COAST

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Lauren Sablan, Principal Engineer, gave a presentation and discussed the following:

- Pavement Management Update
- Treatment Types
- Historical Map of Residential Street Rehabilitation & Slurry Seal Programs
- Historical Expenditures for Residential Street Rehabilitation and Slurry Seal Programs
- Treatment Expectations
- Funding Identified for Projects
- Proposed Residential Street Rehabilitation and Slurry Seal Projects for FY2020-21 to FY2022-23
- Project Comparison by District
- Deferred Maintenance Streets
- Beryl Street – Prospect Avenue to PCH
- District 1
- District 2 – Options A and B
- District 3
- District 4
- District 5
- Recommendations

Councilmember Horvath asked about historic costs in Districts 1 and 2 being higher. Principal Engineer Sablan explained that they are the most recent districts done and costs increasing along with more costly rehabilitation.

Councilmember Loewenstein stated all of the rehabilitation taking place right now may bring the City to 73 or 74. He also supported Option A and paving Beryl which hasn't been paved for many years and paving the streets north of the high school and south side of the high school such as Vincent. He also asked about reconstruction in the last five or six years east of Flagler.

In response to Councilmember Loewenstein, Public Works Director Semaan stated the streets will be at the higher PCI which was taken into effect in the Street Saver Program and the number was already accounted for. He also said Harbor Drive was a full reconstruction that took place in the early stages of 2015.

Principal Engineer Sablan explained that grind and overlay brings the PCI up to 96.

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

Motion by Councilmember Loewenstein, seconded by Councilmember Horvath, to provide direction for District 2 for Option A which includes Beryl. Motion carried unanimously, with the following roll call vote:

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

N.2. DISCUSSION AND POSSIBLE DIRECTION TO STAFF REGARDING PALLET SHELTER TRANSITIONAL HOUSING

CONTACT: MICHAEL W. WEBB, PUBLIC WORKS DIRECTOR

City Attorney Webb gave a report and said this item is for emergency transitional housing. He said there are more than 30 homeless people from Redondo currently in Project Room Key sites with some setting to end and staff is looking for direction from Council for a new location/site.

Patrick Diller gave a presentation and discussed the following:

- History of their company and services
- The problem
- Shelter product – rapid, scalable, and cost-effective shelter
- Pallet shelter – benefits and features
- Shelter locations
- Our employment model
- Our people
- Our Employee Programs

City Attorney Webb stated a potential location is behind Aviation Gym which is a dirt lot and the location could be moved and isn't permanent.

Mayor Brand thanked City Attorney Webb and staff for all of their help, stated every community is dealing with this issue, supported helping and maintaining the quality of life, and providing an alternative.

In response to Mayor Brand, City Attorney Webb stated another option is to explore transitional housing within SPA 8.

In response to Mayor Brand, Mr. Diller reviewed security and management taking place and noted no issues. He said the smallest complex has about three or six units, and noted 100 units going into LA.

Councilmember Loewenstein asked about the cost of the small shelters. Mr. Diller stated they start at \$4900 and go up based on the items inside. He said a fully delivered set up with tax included is around \$8K per shelter but would not include connection to the grid.

Councilmember Loewenstein asked about enforcement of the anticamping ordinance. City Attorney Webb stated if it is within SPA 8, enforcement would take place. He said Orange County can't enforce a camping ordinance unless there is a bed available or transport outside their spa. He suggested locating a lot somewhere in the City in Spot 8 but questioned if this would be allowed or zoned.

Councilmember Loewenstein expressed concern with using the Aviation Gym area and being near the children in the park. He said Council is trying to address the homeless issue and believed the Pallet Shelter Transitional Housing is a temporary solution. He suggested next door to the Transit Center with no neighbors nearby and a cemetery behind it. City Attorney Webb stated this location could be considered after the repavement but a different location would need to be found for Public Works to store their material.

Councilmember Loewenstein also suggested to continue looking outside the City.

Councilmember Emdee stated it's important to educate the residents with what is coming. She said that Project Room Key will stop in October/November and this issue is urgent to be able to address it. She said the residents were concerned with the following:

- Cost coming out of the City
- Having a bathroom/shower in the location
- Case studies by Pallet and a followup report
- Where the homeless would be fed
- The exit strategy
- Enforcement action
- San Clemente addressing the homeless
- Insuring neighborhood safety
- Adding additional units

- Security measures
- Services
- Community outreach.

Councilmember Nehrenheim stated this is a shelter being set up and asked for a breakdown of the individual costs of the units and questioned having AC.

Mr. Diller stated there are multiple options that drive the cost up but items can be removed, reducing costs.

Councilmember Nehrenheim asked what the site would need for more long-term locations such as shower, bathroom, and parking. Mr. Diller stated it is site-dependent and depends on what would be included.

In response to Councilmember Nehrenheim, City Attorney Webb stated nothing can be provided that is unconstitutional. He also believed that Harbor Interfaith may be allowed to operate if they don't include any religious services when staying in the temporary shelter.

Councilmember Nehrenheim believed there are plenty of open space areas available.

Councilmember Horvath stated this is challenging and noted a large part of the homeless are coming outside of Redondo Beach. He said the City is being a leader with the homeless issues and said every city needs to be participating. He supported getting people into a transitional temporary type housing to allow for services here. He also said the whole point is to be temporary and to have the residents graduate to a more permanent housing. He pointed out that it could be moved from district to district but there are cost implications, and supported one place to be used. He also said he will be looking for funding sources.

Councilmember Gran supported being transactional/temporary rather than beginning a pipeline seen as a homeless shelter on an ongoing basis. He suggested focusing specifically on dealing with the next phase. He also suggested looking at the area in District 4, but noted there is already a homeless issue near Ralph's. He suggested the Lagoon is a place that fits all criteria to include security, gates, everyone sharing, a bus in that location with a short walk to the homeless port, not being near schools, and can be controlled, putting it in plain sight to allow everyone to be involved.

Mayor Brand clarified there are three choices to include doing nothing, directing Legal to come back with some location specific options, or working with another area in SPA 8.

Mayor Brand called for public comments via eComment and Zoom.

Dawn Thompson asked if the shelter could be independent and not done by Pallet. Councilmember Emdee stated yes.

Lesla Bonelli asked about 50% of clients in order to enforce the anti-camping ordinance. She also asked how many Project Room Key clients have moved for housing, questioned if Pallet housing would be successful, suggested looking at the Venice Shelter which hasn't been successful, asked how many feet from the Pallet Shelter are schools and asked if staff/Council has spoken to the schools and residents. She urged a community meeting with the residents of Redondo Beach and Manhattan Beach. She also asked about impacts to Manhattan Beach, and suggested having a regional approach and to come up with a solution. She urged moving the shelter to an area away from residents. She also said the impacts at the Aviation Center need to be considered and input should be required.

Krista Hartwell asked if there has been consideration regarding coalition among the beach cities and expressed concerns with issues across all beach cities.

Nancy King suggested findings out about funding first and noted the location should be considered along with impacts to residents. She also said a temporary basis may turn into permanent. She also said objectives include transitioning the homeless from Project Room Key and satisfying ordinance enforcement.

Valerie Fernandes expressed concern with the permanence of the facility, noted costs with moving them, and questioned where the homeless will be eating their meals. She also expressed concern with using Aviation Park and impacts to residents and children, and asked where the homeless will go after the shelter is at full capacity.

Patty Fry suggested this issue should be considered as a coalition among all of the SPA 8 cities and believed that all of the homeless from the other cities will come to Redondo Beach. She said this is a broader issue and did not agree with establishing a shelter within the bounds of the City, noting homeless throughout the City already. She supported the shelters should be in an area isolated and away from residents and communities which doesn't exist in Redondo Beach.

Kate Manuel stated that Aviation Field is heavily used for youth sports daily and asked about impacts from having a homeless encampment nearby including the mentally ill and/or drug addiction. She asked if Council is prepared in case something happened to the children, and stated it is not the right location. She also said this will affect other cities, noting kids come from every area to use the field.

Glen Fukushima stated it is important to note how widely the Aviation space is used and suggested the Lagoon which is out in the open, and would be temporary.

Mark Narian believed that a temporary situation will turn into something permanent and needs to be evaluated on a much larger scale. He supported solutions to help the homeless get the services they need and did not believe that Pallet is the correct solution and not at a community center. He supported more professional services and to help find the right answer.

Holly Osborne suggested using empty buildings for the pallet shelters which could be walled off from the rest of the complex.

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

Mayor Brand also informed that Northrop expressed not being in favor of the Aviation Park location.

Councilmember Loewenstein asked the residents talk to their Councilmembers including Manhattan Beach, Hermosa Beach and Torrance, to make sure we can all work together.

Councilmember Emdee supported a process on how to get people out of homelessness in Redondo Beach to avoid the homeless choosing where they live.

Councilmember Nehrenheim said it is important to enforce the anti-camping laws and to find a place to put people. He said he worked Project Turn Key over 30 days and noted many homeless in South Redondo and did not support using the Seaside Lagoon.

Councilmember Horvath pointed out that the strategies employed are a result from complaints by residents regarding the homeless and believed Council is on the right path.

Mr. Diller stated they sent had sent over the marketing materials and said they would be happy to connect with other Councilmembers in communities that have used the pallet shelters. He also said the inventor of the pallet shelters is a former Redondo Beach resident.

Motion by Councilmember Emdee, seconded by Councilmember Loewenstein, to address all concerns of Council, staff and the public, and to come back with alternate locations addressing the procedural issues, costs and all other issues discussed tonight. Motion carried unanimously, with the following roll call vote:

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

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING CARES ACT BUSINESS ASSISTANCE GRANTS

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

Motion by Councilmember Emdee, seconded by Councilmember Nehrenheim, to continue Item N.3 to the September 22, 2020 City Council meeting. Motion carried unanimously, with the following roll call vote:

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

N.4. DISCUSSION AND POSSIBLE ACTION TO APPROVE A TEMPLATE POLE LICENSE AGREEMENT TO BE USED IN CONNECTION WITH THE LICENSING OF CITY-OWNED VERTICAL INFRASTRUCTURE FOR WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY; AND

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2009-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVES THE FORM AND MATERIAL TERMS OF THE POLE LICENSE AGREEMENT TO BE USED IN CONNECTION WITH THE LICENSING OF VERTICAL INFRASTRUCTURE FOR WIRELESS FACILITIES.

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Motion by Councilmember Emdee, seconded by Councilmember Nehrenheim, to continue Item N.4 to the September 22, 2020 City Council meeting. Motion carried unanimously, with the following roll call vote:

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

O. CITY MANAGER ITEMS - NONE

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND CONSIDERATION OF MAYOR APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

Motion by Councilmember Emdee, seconded by Councilmember Nehrenheim, to continue Item N.4 to the September 22, 2020 City Council meeting. Motion carried unanimously, with the following roll call vote:

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

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Nehrenheim requested an update on the financial status of the City.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to create a letter for Council to send to the Board of Supervisors to allow reopening brewery and tasting facilities and county overall. Motion carried unanimously, with the following roll call vote:

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

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, that staff bring back a discussion the first week in November on inclusionary zoning for low and moderate income housing. Motion carried unanimously, with the following roll call vote:

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

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to bring back the third week in November an ordinance for review regarding combining lots and zoning. Motion carried unanimously, with the following roll call vote:

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

R. CLOSED SESSION – NONE

S. RECONVENE TO OPEN SESSION – NONE

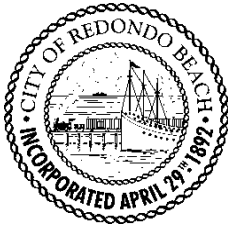
T. ADJOURNMENT: 11:15 P.M.

There being no further business to come before the City Council, Motion by Councilmember Nehrenheim, seconded by Councilmember Emdee, to adjourn the meeting at 11:15 p.m. to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, September 22, 2020, in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California, via teleconference. Motion carried unanimously, with the following roll call vote:

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

Respectfully submitted,

Eleanor Manzano, City Clerk



A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Gran, Emdee, Mayor Brand

Councilmembers Absent: None

Officials Present: Eleanor Manzano, City Clerk
Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

At the request of Mayor Brand, the audience and Councilmembers rose to salute the flag followed by a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

Councilmember Nehrenheim announced the first day of street sweeping enforcement starting yesterday.

Councilmember Loewenstein announced his District 2 Community meeting taking place tomorrow on September 23, 2020 from 6:30 to 8:00 p.m. on Zoom discussing skateparks in the City, homeless and other issues. He also encouraged everyone to visit the Riviera Village at sunset for outdoor dining.

Councilmember Horvath stated his Community Meeting will take place on Saturday from 9:30 to 11 a.m. on September 26, 2020 discussing the homeless and recommended a movie on Netflix called the Social Dilemma.

Councilmember Gran thanked the Public Works Department for their help in the City regarding slurry sealing and other activities.

Councilmember Emdee stated her meeting will take place on Thursday discussing the homeless which is currently full. She said she will post it on You Tube and possibly Facebook Live.

Mayor Brand thanked the fire fighters for helping with the Creek Fire, stated street sweeping enforcement will be starting again and suggested enforcement around the slurry sealing.

E. APPROVAL OF ORDER OF AGENDA

Motion by Councilmember Emdee, seconded by Councilmember Horvath, to approve the agenda as presented. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Gran, Emdee

NOES: None

ABSENT: None

F. AGENCY RECESS – NONE

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS – NONE

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF SEPTEMBER 22, 2020

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA.

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AGREEMENT WITH MAXIMUS CONSULTING SERVICES, INC. FOR PREPARATION OF COST ALLOCATION PLANS IN AN AMOUNT NOT TO EXCEED \$13,000 FOR THE TERM SEPTEMBER 22, 2020 TO SEPTEMBER 21, 2021.

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

H.4. EXCUSE ABSENCES OF VARIOUS COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS

CONTACT: ELEANOR MANZANO, CITY CLERK

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

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to approve Consent Calendar items H.1 through H.4. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Gran, Emdee

NOES: None

ABSENT: None

I. EXCLUDED CONSENT CALENDAR ITEMS – NONE

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mayor Brand called for public comment via eComment and Zoom.

Holly Osborne, District 5, expressed concern with losing open space at Aviation Park with a parking lot, and also considering that area for a homeless encampment which would attract homeless from outside the City. She suggested putting temporary shelters where the homeless currently are in South Redondo, allowing police to take immediate action if needed.

Zein Obagi Jr. suggested having a commemoration in the City for Chief Justice Ginsburg and also for the Black Lives Matter movement. He also said new fathers are eligible for bonding leave pay from the State of California from the EDD. He further suggested people being honest and transparent regarding the upcoming election.

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

Warren Chun suggested looking at YouTube video links of Harbor City skateparks and night and day site visits for a thorough and due diligence for possible neighborhood skateparks.

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

K. EX PARTE COMMUNICATIONS – NONE

L. PUBLIC HEARINGS – NONE

M. ITEMS CONTINUED FROM PERVIOUS AGENDAS

M.1. DISCUSSION AND POSSIBLE ACTION TO APPROVE A TEMPLATE POLE LICENSE AGREEMENT TO BE USED IN CONNECTION WITH THE LICENSING OF CITY-OWNED VERTICAL INFRASTRUCTURE FOR WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY; AND

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2009-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA APPROVING THE FORM AND MATERIAL TERMS OF THE TEMPLATE POLE LICENSE AGREEMENT TO BE USED IN CONNECTION WITH THE LICENSING OF VERTICAL INFRASTRUCTURE FOR WIRELESS FACILITIES

APPROVE THE TEMPLATE POLE LICENSE AGREEMENT TO BE USED IN CONNECTION WITH THE LICENSING OF CITY-OWNED VERTICAL INFRASTRUCTURE FOR WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Lauren Sablan, Principal Engineer, gave a PowerPoint presentation and discussed the following:

- Background
- History
- Existing Use vs. Proposed Use
- Results
- Proposed Terms and Conditions
- Conclusion
- Fiscal Impact
- Recommendation

Michael Johnston stated the agreement is similar to many cities across the state of California and said this is fairly standard.

In response to Mayor Brand regarding a discretionary type of function, Mr. Johnston explained the design and exercise would be permanent and this primarily establishes the general terms and conditions. He said the real differences will occur in the regularly permitting process.

Councilmember Horvath stated Council has been pushing back against a variety of state and federal laws related to removing local control as it relates to small cell equipment to include SB649. He also asked about the current FCC ruling and the permitting process. Mr. Johnston explained standards that the FCC tried to take away with the Ninth Circuit restoring the authority to local government.

Councilmember Horvath asked about permitting control regarding installation on a third party pole. Mr. Johnston explained that under most scenarios, there would still be a regulatory permitting authority and each applicant would still have to comply with regulatory permitting requirements whether it's on a third party pole or city pole.

Councilmember Horvath explained that the small cell technology would require large boxes which would not work in the City.

Councilmember Horvath asked about Verizon discussing a roll out of 5G technology locally.

Principal Engineer Sablan explained tonight's discussion is primarily for 4G.

Public Works Director Semaan stated he has contact with someone within Verizon who noted the City is not scheduled for 5G at this time.

In response to Mayor Brand regarding a 5G phone, Mr. Johnston stated there probably would not be 5G coverage from the carriers at this time.

Councilmember Loewenstein informed that he has a 5G phone which is receiving signals in different parts of the South Bay.

Mr. Johnston stated 5G depends on the carrier regarding the requirement of additional antennas and all frequencies will interact with each other delivering 5G services over different bandwidths.

Councilmember Loewenstein asked if the \$800 to \$1200 is for the entire City or per pole. Mr. Johnston stated the FCC's regulations require the City to assess cost based fees and said the fee is \$270 per pole per year. He also said the power comes from electrical circuits already in the ground and stated line of sight is very important.

Councilmember Loewenstein asked about the number of poles. Public Works Director Semaan stated the \$270 per pole is an example and there will be more poles with the 4G and 5G deployment. He also said the reference to the negotiations is on the terms of the license agreement and not the value. Mr. Johnston stated the FCC order limits the ability to charge a market rent and said the cost evaluation is difficult to perform. He further said the 60- to 90-day period applies to the entire process.

Councilmember Loewenstein asked about the cost of the electricity. Mr. Johnston stated the license makes each carrier responsible for their own utilities which is measured with a meter or flat rate tariff. He also informed of a cost reimbursement provision in the license itself.

Councilmember Loewenstein asked about increasing the price of the permits. Mr. Johnston stated they are controlled by state and federal law and can't be revenue controlled.

Councilmember Nehrenheim asked about charging a fire department fee/inspection. Public Works Director Semaan stated the permit fee structure is set by City Council and the Fire Department or Building Department does not do inspection on the poles. Mr. Johnston also said the fee is locked in if the FCC order remains effective.

In response to Councilmember Nehrenheim regarding the time limit, Mr. Johnston stated an application would have to be processed within 60 to 90 days. He also said the Council could adopt a new fee if the cost exceeded the \$270 per pole per year. He further said the City could charge an inspection fee if it is consistent with City policy.

Councilmember Nehrenheim stated that T-Mobile is much more reliant. Mr. Johnston suggested waiting a few more cycles before buying a 5G phone.

Councilmember Loewenstein stated he does not have a 5G phone yet and pointed out that Space Link is coming for Internet access.

Mayor Brand called for public comment via eComment and Zoom.

Diana Rojas, Verizon, stated she is available for questions and information. She suggested adding language to the PLA template regarding change of law and the fee.

Councilmember Loewenstein asked about 5G for the residents via Verizon. Ms. Rojas stated she does not have information on this tonight but stated their network and 4G are doing its job during this pandemic and is not failing and supported staying ahead of the demand to include 5G.

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

Motion by Councilmember Nehrenheim, seconded by Councilmember Emdee, to adopt by title only Resolution No. CC-2009-067 and approve the Template Pole License Agreement to be used in connection with the licensing of City-owned vertical infrastructure for wireless facilities in the public right-of-way. Motion carried unanimously, with the following roll call vote:

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

City Clerk Eleanor Manzano read by title only Resolution No. CC-2009-067.

M2. DISCUSSION AND POSSIBLE ACTION REGARDING CARES ACT BUSINESS ASSISTANCE GRANTS.

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

Finance Director Ruhland gave a report and discussed the following:

- Update on City's CARES Act funding
- Redondo Beach will receive approximately \$827K for COVID-related expenditures
- Submitted first report to the state through June 30 – expenditures - \$527K
- COVID-related expenditures through December 30 exceed CARES Act funding
- Reimbursement grants
- Status update

Councilmember Gran stated this has been a fantastic program and has really helped the businesses on Artesia and Aviation with great feedback from the businesses. He also noted a number of businesses spending only a small amount and debating going through the whole process, but pointed out that there are a number of businesses that do need help. He suggested keeping the program going and to expand to a third pool of money for any business not on the Artesia/Aviation corridor that had expenses that fit the criterium to allow them to put in an application up to \$2500.

Councilmember Loewenstein suggested dedicating \$10K to the International Boardwalk/Mole D area, \$10K for dining establishments on the pier, and \$10K toward other dining establishments around the City.

Councilmember Gran suggested a \$40K pool for any business within the City not on the Artesia/Aviation corridor and not subject to the RVA reimbursements.

Councilmember Loewenstein expressed concern with businesses having to put facilities outdoors and wanted to make sure the businesses at the pier and waterfront are taken care of with funding, noting they have been hit hard.

Councilmember Nehrenheim suggested \$20K for the rest of the City, \$20K for the harbor area, and suggested focusing on businesses that can't be opened right now unless they do business outside.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to provide \$20K citywide for the businesses for outdoor-related activities, \$20K for the harbor waterfront area including the boardwalk and pier areas for outdoor dining and outdoor activities, in addition to the current \$70K put aside, \$2500 citywide first-come/first-serve per regulations/guidelines up to November 15 and up to \$2000 for the waterfront area, research source and target funds instead of CARES Act if possible, and to bring back information on the CDBG Cares Act fund for the next meeting.

Prior to the vote:

Councilmember Emdee questioned being restrictive and funding should be for all businesses throughout the City including the pier.

Substitute Motion by Councilmember Gran, seconded by Councilmember Emdee, to have a \$40K fund for the rest of the City first come first serve with a \$2K limit.

Prior to the vote:

Councilmember Loewenstein stated the harbor area has already established dining tables and fences and questioned delineating those being paid to set up shop versus those who already have done it. He also questioned getting the word out citywide. He further pointed out that a restaurant will not survive unless they're serving people and this has to be micromanaged.

Mayor Brand stated he received a letter from the US Department of Housing and Urban Development regarding a special allocation to the City jurisdiction of CDBG funds of \$453,481 with a cumulative amount of \$641K. Assistant City Manager Witzansky stated this is the source staff referred to earlier.

Councilmember Horvath pointed out that the pier and harbor have an association and the waterfront and harbor lessees have been getting help from the City.

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

Councilmember Nehrenheim stated he did not support the motions due to the new information regarding the \$450K funding.

Councilmember Gran stated the funding mechanism doesn't constrain anyone going forward, applications could start going out as soon as possible, and the source of the funds could be changed if needed.

In response to Mayor Brand, Finance Director Ruhland did not believe the applications would create more work for staff.

Councilmember Emdee suggested moving forward to avoid holding businesses back, suggested some type of restriction if needed and expressed concern with micromanaging.

Assistant City Manager Witzansky said there is a chance that the CDBG source of funding might be eligible for businesses that made expenses in arrears which can be reimbursed with these funds.

Councilmember Nehrenheim reviewed his original motion and suggested focusing on outdoor activities right away, and also suggested amending money going directly to the harbor.

Councilmember Loewenstein said his first priority is not sales tax and supported keeping people employed.

Substitute Motion carried with the following vote:

AYES: Horvath, Gran, Emdee
NOES: Nehrenheim, Loewenstein

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND DIRECTION TO STAFF REGARDING CONSIDERATION OF ELECTED OFFICIAL SALARIES IN ADVANCE OF THE NEXT REGULAR MUNICIPAL ELECTION.

RECEIVE AND FILE THE RECOMMENDATIONS MADE BY THE BUDGET AND FINANCE COMMISSION REGARDING SALARIES FOR THE MAYOR, CITY COUNCIL AND CITY ATTORNEY POSITIONS.

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

Director of Human Resources Strickfaden gave a report and discussed the salary adjustments for elected officials.

Councilmember Nehrenheim asked about other pay in the City Attorney's pay. Director of Human Resources Strickfaden explained that other pay usually is reported as vacation and/or other allowances.

Councilmember Nehrenheim reviewed other pay for City Attorneys from other cities and asked about bonuses. Director of Human Resources Strickfaden believed that the other pay in that category would remain the same. She also said Council would just be voting on the position without a pay grade/scale. She also believed that benefits for Councilmembers are similar and have to be adopted in the ordinance.

In response to Councilmember Nehrenheim, Assistant City Attorney Park stated changes could take place via ordinance.

In response to Councilmember Nehrenheim, Director of Human Resources Strickfaden stated Council is an elected position and salaries are designated by government code based on population.

City Manager Hoefgen stated there's not an overtime eligibility.

Finance Director Ruhland stated the Budget and Finance Commission's recommendation was 6-1 to for the beginning of the term to reduce salary by 10% and keep it flat for the remainder of the term.

Assistant City Attorney Park reviewed the ordinance which states that councilmembers effective April 2013 are entitled to establish the sum of \$927.31 and deferred comp of 12% of salary and also fringe benefits applicable to the position similar to management and confidential employee.

City Manager Hoefgen stated there is a structural deficit in place approaching \$6M which will be revisited at year-end.

Councilmember Nehrenheim noted across the board positions being cut and closed and Council is not using professional tools. He suggested a small percentage for the first year.

Motion by Councilmember Nehrenheim to cut the City Attorney's position pay by 5%, keep it even for the 2nd year, bring it up to equal amount in the 3rd and 4th year, and keep Council pay the same. Motion failed with no second.

Councilmember Gran pointed out that a charter position is used constantly in Redondo Beach, all departments outside of public safety are required to reduce their budgets by 15%, saving \$25K, looking at every dollar.

Councilmember Nehrenheim reviewed City cuts and said Council positions are for the greater good rather than salary.

Motion by Councilmember Nehrenheim to reduce the pay by 5% for the first year, keep it even the second year, and 2.5% for the third and fourth years to be final rates to be back at the same rate as it is now. Motion failed with no second.

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

Substitute Motion by Councilmember Emdee, seconded by Councilmember Horvath, to receive and file the report with gratitude. Motion carried with the following roll call vote:

AYES: Loewenstein, Horvath, Gran, Emdee

NOES: Nehrenheim

O. CITY MANAGER ITEMS

City Manager Hoefgen reviewed the upcoming agenda on October 6.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND CONSIDERATION OF MAYOR APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

Councilmember Horvath pointed out that the Preservation Commission does not have any representation from North Redondo Beach and that Recreation and Parks Commission does not have District 4 representation.

Mayor Brand called for public comments via eComment and Zoom.

Matthew Hinsley noted there are still Commissioners that have never been reappointed and are still not on the list of appointments and asked that Council provide their reappointments.

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

Mayor Brand amended his appointments with the change to keep Chantal Toporow on Planning for another four years.

Motion by Councilmember Horvath, seconded by Councilmember Emdee, to approve all Mayor appointments with the exception of Mr. Gaddis on the Planning Commission.

Substitute Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to accept all of the Mayor's appointments to include any changes/amendments.

Substitute Motion by Councilmember Emdee, seconded by Councilmember Gran, to accept Mayor appointees with the change of Chantal Toporow instead of Rob Gaddis on Planning. Motion carried unanimously, with the following roll call vote:

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

P.2. DISCUSSION AND POSSIBLE ACTION REGARDING A CITY COUNCIL REFERRAL TO COMPOSE A LETTER TO THE LOS ANGELES COUNTY BOARD OF SUPERVISORS REGARDING THE RE-OPENING OF BREWERIES

Waterfront and Economic Development Director Stephen Proud gave a report regarding a letter to the Los Angeles County Board of Supervisors for the re-opening of breweries.

Mayor Brand called for public comments via eComment and Zoom.

Chief Deputy City Clerk Kroneberger read the following comment via eComment:

Tom Dunbabin, founder King Harbor Brewing Company, noted unfair restrictions on breweries in LA County causing businesses to go out of business. He asked the Council's help with the LA County Supervisors.

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

Councilmember Emdee supported the letter and suggested reinstating the letter written by the Mayor to the state to exempt the area and separate it from the county.

Motion by Councilmember Emdee, seconded by Councilmember Horvath, to send a letter to the Los Angeles County Board of Supervisors regarding the re-opening of breweries and to attach the letter that cities sent to the state related to breweries. Motion carried unanimously, with the following roll call vote:

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

Councilmember Loewenstein believed that microbreweries are being singled out by Dr. Ferrara who is not looking at the difference between a bar serving food versus a microbrewery.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Nehrenheim asked about any COVID updates. City Manager Hoefgen stated doubles play is now allowed for tennis and an update will be provided on October 6.

Councilmember Loewenstein noted construction vehicles and parking issues on Helberta and asked about having a meeting on November 3 which is Election Day. City Clerk Manzano stated this will be rescheduled.

Councilmember Horvath requested recessing in memory of Justice Ruth Bader Ginsburg.

Councilmember Gran informed of an illegal business in North Redondo at a church and suggested looking at the Municipal Code to put in permit parking in the area short term while the business is being addressed. Motion by Councilmember Gran, seconded by Councilmember Horvath, to make this referral to staff to come back October 6. Motion carried unanimously, with the following roll call vote:

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

R. RECESS TO CLOSED SESSION – 8:53 p.m.

Motion by Councilmember Nehrenheim, seconded by Councilmember Horvath, to conduct Closed Sessions attended by City Attorney Webb, Assistant Attorney Park, Assistant City Manager Witzansky, City Manager Hoefgen and Waterfront and Economic Development Director Stephen Proud.

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

Name of case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al

Case Number: 19STCV13547

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

Name of case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.

Case Number: 2: 17-CV-4645

- R.3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.

Case Number: BC682833

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

One potential case

- S. RECONVENE TO OPEN SESSION: 8:55 p.m.**

- T. ANNOUNCEMENT OF CLOSED SESSION ITEMS – None**

- U. ADJOURNMENT: 8:55 P.M.**

ADJOURN IN MEMORY OF JUSTICE RUTH BADER GINSBURG

There being no further business to come before the City Council, Motion by Councilmember Horvath, seconded by Councilmember Loewenstein, to adjourn the meeting at 8:55 p.m. to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, October 6, 2020, in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California, via teleconference. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Gran, Emdee

NOES: None

ABSENT: None

Respectfully submitted,

Eleanor Manzano, City Clerk



A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Nehrenheim (arrived at 6:03 p.m.), Loewenstein, Horvath, Gran, Emdee, Mayor Brand
Councilmembers Absent: None
Officials Present: Eleanor Manzano, City Clerk
Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

At the request of Mayor Brand, the audience and Councilmembers rose to salute the flag followed by a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

D.1. BEACH CITIES HEALTH DISTRICT PRESENTATION OF “SAFE IN THE SOUTH BAY” COVID-19 RECOVERY PROGRAM

Jacqueline Sun, Beach Cities Health District, gave an update on the numbers on COVID-19.

Tom Bakaly, Beach Cities Health District, gave a report on the Safe in the South Bay COVID-19 Recovery Program.

Mayor Brand supported obtaining flu shots, pointed out Redondo Beach has the lowest infection rate in the South Bay per the Beach Cities Health District chart presented, noted the hospitals are in good shape, said it is important to be cautious and it's possible there will be a vaccine by the end of the year.

Councilmember Emdee clarified that it will be awhile before the Redondo Beach schools will open and pointed out the virus can spread quickly even though precautions are taken.

Councilmember Nehrenheim suggested handing out educational flyers and masks in areas such as at the Esplanade.

Councilmember Loewenstein asked if restaurants will still have outside dining when the weather turns cool. Mr. Bakaly believed that businesses would like to extend into the winter.

Councilmember Nehrenheim stated the county has opened up some of the microbreweries.

Mayor Brand called for public comment via eComment and Zoom.

Zein Obagi Jr. informed that LA County is providing free flu shots on October 14 at the Angelo Lacoboni Library and October 21 at the Culver City Julian Dixon Library from 12 to 3 p.m.

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

Councilmember Nehrenheim announced Breast Cancer Awareness this month and thanked the firefighters for providing T-shirts. He also announced his Community Meeting this Saturday at Alta Vista Park at 9:30 a.m. and said he will be having an online meeting as well next week. He also announced the ribbon cutting ceremony tomorrow night at 6 p.m. in the Riviera Village for the King Harbor Brewery reopening.

Councilmember Horvath announced his Virtual Community Meeting on October 15 with the topic being Reimaging North Redondo.

Councilmember Gran announced his Community Meeting on Saturday from 9 to 10:30 a.m. discussing the homeless, North Redondo and the Galleria, and the Aviation and Artesia corridor. He also thanked Quality of Life Prosecutor Joy Abaquin and City Attorney Webb for their help regarding an illegal cannabis church in North Redondo.

Councilmember Emdee said the Board of Supervisors voted for a notice of the public to purchase eight motels, announced Breast Cancer Awareness this month, and said the Redondo Beach Fire Association will donate 100% to the Cancer Support Community of Redondo Beach.

Mayor Brand pointed out this is the worst fire season in California with 4 million acres being burned around the state and the Redondo Beach Fire Department being deployed.

E. APPROVAL OF ORDER OF AGENDA

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to approve the agenda as presented. Motion carried unanimously, with the following roll call vote:

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

F. AGENCY RECESS: 6:35 p.m.

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

RECONVENE: 6:40 p.m.

ROLL CALL

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

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Motion by Councilmember Emdee, seconded by Councilmember Horvath, to receive and file additional backup material for Items H.1, J.1, L.1, and P.3. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Gran, Emdee

NOES: None
ABSENT: None

H. CONSENT CALENDAR

- H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF OCTOBER 6, 2020**
CONTACT: ELEANOR MANZANO, CITY CLERK
- H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA.**
CONTACT: ELEANOR MANZANO, CITY CLERK
- H.3. PAYROLL DEMANDS**
CHECKS 26851-26877 IN THE AMOUNT OF \$48,230.00, PD. 9/4/2020
DIRECT DEPOSIT 226578-227019 IN THE AMOUNT OF \$1,707,490.20, PD. 9/4/2020
CHECKS 26878-26911 IN THE AMOUNT OF \$52,305.14, PD. 9/18/2020
DIRECT DEPOSIT 227020-227481 IN THE AMOUNT OF \$1,713,295.63, PD. 9/18/2020
EFT/ACH \$7,477.52, PD. 9/4/2020 (PP2018)
EFT/ACH \$355,592.92, PD. 9/4/2020 (PP2018)
EFT/ACH \$7,477.52, PD. 9/18/2020 (PP2019)
EFT/ACH \$338,903.98, PD. 9/18/2020 (PP2019)
ACCOUNTS PAYABLE DEMANDS
CHECKS 96038-96258 IN THE AMOUNT OF \$3,106,287.76
DIRECT DEPOSIT 100003969-100004079 IN THE AMOUNT OF \$97,495.68, PD. 10/1/2020
EFT CALPERS MEDICAL INSURANCE \$333,123.88
EFT BARINGS MULTIFAMILY CAPITAL \$145,325.00
REPLACEMENT DEMAND 96037
CONTACT: MARNI RUHLAND, FINANCE DIRECTOR
- H.4. APPROVE CONTRACTS UNDER \$35,000:**
1. APPROVE AGREEMENT WITH OVERDRIVE, INC. FOR OVERDRIVE DIGITAL LIBRARY AND PUBLIC LIBRARY CONNECT TO ALLOW REDONDO UNION SCHOOL DISTRICT STUDENTS TO ACCESS THE OVERDRIVE DIGITAL LIBRARY COLLECTION IN AN AMOUNT NOT TO EXCEED \$1,500 FOR THE TERM OCTOBER 6, 2020 TO OCTOBER 5, 2021.
CONTACT: MARNI RUHLAND, FINANCE DIRECTOR
- H.5. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH CASHEL CORPORATION FOR CITY COUNCIL CHAMBERS AUDIOVISUAL, BROADCAST AND INFORMATION TECHNOLOGY MODIFICATIONS FOR AN ADDITIONAL AMOUNT OF \$83,987.95 FOR THE EXISTING TERM.**
CONTACT: CHRISTOPHER BENSON, INFORMATION TECH DIRECTOR
- H.6. APPROVAL OF THE SIXTH AMENDMENT TO THE LICENSE AGREEMENT WITH NORTHROP GRUMMAN SYSTEMS CORPORATION FOR USE OF THE AVIATION PARK GYMNASIUM AND A RENTAL FEE PAID TO THE CITY IN THE AMOUNT OF \$9,404 PER MONTH FOR THE TERM APRIL 1, 2021 THROUGH MARCH 31, 2024 AND A TOTAL VALUE OF \$338,544, WITH OPTIONS TO EXTEND THROUGH MARCH 31, 2030.**
CONTACT: JOHN LA ROCK, COMMUNITY SERVICES DIRECTOR
- H.7. APPROVE THE FIRST AMENDMENT TO THE LICENSING AGREEMENT WITH WORLD ADVANCEMENT OF TECHNOLOGY FOR EMS AND RESCUE, INC. (W.A.T.E.R.), FOR THE**

**PROVISION OF ELECTRONIC PATIENT CARE REPORTING SOFTWARE FOR AN ADDITIONAL AMOUNT OF \$71,364 TO EXTEND THE AGREEMENT TERM TO OCTOBER 6, 2025.
CONTACT: ROBERT METZGER, FIRE CHIEF**

- H.8. APPROVE A THREE-YEAR AGREEMENT WITH EXCELSIOR ELEVATOR CORPORATION TO PROVIDE ELEVATOR MAINTENANCE SERVICES FOR A TOTAL COST NOT TO EXCEED \$123,189, FOR THE TERM OF OCTOBER 6, 2020 TO OCTOBER 5, 2023
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.9. APPROVE AGREEMENT WITH PROK9, LLC FOR POLICE DEPARTMENT CANINE LEAD TRAINER MONTHLY TRAINING SERVICES AT A RATE OF \$175 PER TRAINING SESSION PER TEAM, FOR THE TERM OCTOBER 6, 2020 - OCTOBER 5, 2026 FOR AN AMOUNT NOT TO EXCEED \$50,400 DURING THE TERM OF THE AGREEMENT
CONTACT: KEITH KAUFFMAN, CHIEF OF POLICE**
- H.10. PULLED BY COUNCILMEMBER LOEWENSTEIN FOR FURTHER DISCUSSION.**
- H.11. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2010-073, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ADOPTING THE CITY OF REDONDO BEACH'S CONFLICT OF INTEREST CODE AND REPEALING ALL OTHER CONFLICT OF INTEREST CODES.
CONTACT: ELEANOR MANZANO, CITY CLERK**
- H.12. APPROVE CANCELLATION OF THE NOVEMBER 3, 2020 REGULAR CITY COUNCIL MEETING AND AGENCY MEETING AND RESCHEDULE TO NOVEMBER 10, 2020
CONTACT: ELEANOR MANZANO, CITY CLERK**
- H.13. APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS REGARDING USE OF SBCCOG'S ALLOCATED COUNTY OF LOS ANGELES INNOVATION GRANT FUNDS TO IMPLEMENT THE CITY'S ENHANCED RESPONSE PILOT PROGRAM FOR THE AMOUNT NOT TO EXCEED \$245,287 FOR THE TERM OF JULY 1, 2020 UNTIL JUNE 30, 2021.
CONTACT: MICHAEL W. WEBB, CITY ATTORNEY**
- H.14. REGRETFULLY ACCEPT THE RESIGNATION OF COMMISSIONER MARY SIMUN FROM THE LIBRARY COMMISSION AND A PARTIAL TERM VACANCY ON THE PRESERVATION COMMISSION AND AUTHORIZE THE CITY CLERK TO POST A VACANCY NOTICE FOR BOTH COMMISSIONS
CONTACT: ELEANOR MANZANO, CITY CLERK**
- H.15. ACCEPT AS COMPLETE THE NORTH REDONDO BEACH BIKEWAY IMPROVEMENTS PROJECT, JOB NO. 30640, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY RECORDER AND RELEASE THE FINAL RETENTION PAYMENT OF \$36,514.50 TO MARINA LANDSCAPE, INC. UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**

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

Motion by Councilmember Horvath, seconded by Councilmember Loewenstein, to approve Consent Calendar items H.1 through H.15, with the exclusion of H.10. Motion carried unanimously, with the following roll call vote:

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

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

I. EXCLUDED CONSENT CALENDAR ITEMS

H.10. ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2010-070, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2020-2021 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$21,500) IN AVAILABLE SUBDIVISION PARK TRUST FUNDS TO THE BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PROJECT, JOB NO. 40510 APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH HIRSCH & ASSOCIATES, INC. FOR DESIGN SERVICES TO INCREASE THE NOT TO EXCEED AMOUNT BY \$14,000 FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$127,300, AND TO EXTEND THE TERM TO DECEMBER 31, 2022
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Councilmember Loewenstein asked for a report and information on the implementation regarding elements of the bike plan.

Public Works Director Semaan stated the status on the implementation of the South Bay Master Plan will take place on October 20. He also gave a report regarding the item tonight which is just a continuation of the Strategic Plan Objective to continue the existing bike path. He also discussed the Measure M funds, and spoke on the electrical component.

In response to Councilmember Loewenstein, Public Works Director Semaan said the City is not in jeopardy of losing any of the funds for this particular budget.

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

Motion by Councilmember Loewenstein, seconded by Councilmember Horvath, to adopt by 4/5 vote and by title only Resolution No. CC-2010-070 and approve the Second Amendment to the Agreement with Hirsch & Associates, Inc., for design services to increase the not to exceed amount by \$14,000 for a new total not to exceed amount of \$127,300 and to extend the term to December 31, 2022. Motion carried unanimously, with the following roll call vote:

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

City Clerk Eleanor Manzano read by title only Resolution No. CC-2010-070.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mayor Brand called for public comment via eComment and Zoom.

Zein Obagi Jr. noted concern regarding a study of having a homeless shelter in North Redondo and attracting homeless across from Los Angeles County. He also spoke on anticamping laws and providing a space from the San Clemente model.

Sara Klenha, District 5, supported Redondo Beach bringing in temporary housing resources, but asked Council to prioritize criminalization. She also said that unhoused people have limited access to showers and restrooms at night at Veteran's Park.

Ruben Molina suggested considering the concerns and comments of the unhoused people in Redondo Beach, to include having restrooms at night and showers.

Holly Osborne, District 5, spoke on RHNA and local control, errors in the numbers and California receiving allocations that are too high, and stated that 1.34 million RHNA assigned to the SCAG area is too high by 578,000 units. She requested a similar letter from Orange County signed by all mayors and Council be united in this effort. She also spoke on a resolution started by a councilmember in Torrance and suggested Redondo Beach consider drafting and signing a similar document by the mayor.

Mark Gaynor supported providing care for the unhoused neighbors which would be beneficial for all concerned.

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

Mark Robinson expressed concern with issues regarding the hand launch dock in King Harbor and hazards to the users to include swimmers, crowds, and lack of space in and around the dock.

Mathew Zarro, Street Watch LA South Bay, supported the proposed pallet housing project.

Melanie Cohen supported housing the Redondo Beach homeless.

Emily Mason supported rejecting State Measure 16.

City Clerk Manzano reviewed the voting hours and locations.

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

K. EX PARTE COMMUNICATIONS

Councilmember Nehrenheim disclosed discussions with staff, the public and Mayor Brand.

Councilmember Loewenstein disclosed discussions with the public.

Councilmember Horvath disclosed discussions with staff and the public.

Councilmember Gran disclosed discussions with the public and staff.

Councilmember Emdee disclosed discussions with residents.

Mayor Brand disclosed discussions with Councilmember Nehrenheim.

L. PUBLIC HEARINGS

- L.1. 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. 3206-20 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. 3207-20 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-2010-072, 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 3206-20 & 3207-20 by title only; and
- d. Adopt Resolution No. CC-2010-072 by title only.

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

Motion by Councilmember Horvath, seconded by Councilmember Gran, to open the Public Hearing. Motion carried unanimously, with the following roll call vote:

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

Community Development Director Brandy Forbes gave a presentation and discussed the following:

- Background on Legislation
- Basic Key Changes to the Legislation
- Streamlined Categories
- Conditions for all Streamlined
- Non-Streamlined
- Procedures

Mayor Brand expressed concern with Sacramento rezoning the entire state and suggested that Senator Ben Allen and Assembly Member Al Muratsuchi need to hear from the residents.

In response to Mayor Brand, Community Development Director Brandy Forbes believed that approximately 25 to 50 ADU units will be seen each year. She also said the CC&R's would have to approve ADU's as a condo association. She explained the new units will account towards the RHNA numbers, and also reviewed the survey regarding the ADUs being affordable versus market rate including existing and additional.

In response to Councilmember Gran, Community Development Director Brandy Forbes stated the biggest concern is for any of the rental structures such as converting parking spaces into ADUs and explained the streamlining process.

In response to questions from Councilmember Nehrenheim, Community Development Director Brandy Forbes stated ADUs are allowed in any area where residential is allowed for the streamline, discussed the R2 and R3 area for non-streamline, stated three units could be squeezed into an R2 lot, stated the ordinance has to comply with the state regulation, discussed the application process, discussed the housing design guidelines, reviewed the current applications regarding ADUs, and stated that parking onsite for the ADUs in the coastal zone is required.

Councilmember Horvath stated the vast majority of people will create an ADU to absorb a family member which comes as a result of the affordability crisis. Community Development Director Brandy Forbes stated there is no specific affordability level regarding the person renting.

Planning Manager Scully suggested just focusing on the unit, trying to avoid getting into too deep with the questions.

Councilmember Loewenstein asked about parking requirements. Community Development Director Brandy Forbes explained for streamline, parking for inland cannot be required and also discussed public transit.

Councilmember Emdee opposed the proposal, stated Redondo Beach has done a lot to build housing in the area, said the key to the language is wherever there is zoned residential and discussed the single family zoning.

Community Development Director Brandy also reviewed the setbacks.

Councilmember Nehrenheim asked if restrictions could be put on the second unit. Community Development Director Brandy Forbes did not believe so if they meet the requirements of the zoning. She also explained the R2 standards regarding a second unit housing.

Councilmember Nehrenheim expressed concern with impacts from ADUs in District 1.

Mayor Brand called for public comment via eComment and Zoom.

Holly Osborne asked how many people there are from richer districts coming in and buying up the older lots. Community Development Director Brandy Forbes stated this hasn't been seen yet with the applications that have come in.

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

David Waldner asked about the short-term rental aspect and less than 30-day rental enforcement. He also expressed concern with ADUs being added into the community with practically no lot size or parking requirement, more degradation, and lack of enforcement.

Terry Gasparovic believed more data is needed regarding ADU locations, asked about neighboring cities and comparison of ordinances, asked how many ADUs have been built in the City since the new ordinance went into effect and how has the PD been able to restrict residents from building two story ADUs over 16 feet without the ordinance.

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

In response to Mayor Brand regarding Torrance and Hermosa Beach, Community Development Director Brandy Forbes believed that Torrance had a new area to institute for something specific but said she would need to address the ordinances. She also believed that Redondo Beach has approved approximately 30 to 35 ADUs before April 2019 and then another 10 for the rest of the year.

Councilmember Nehrenheim asked about an historic house and building an ADU. Community Development Director Brandy Forbes believed the property would have to obtain the Certificate of Appropriateness from the Historic Preservation Commission if it had a Mill's Act contract.

Motion by Councilmember Nehrenheim, seconded by Councilmember Emdee, to close the Public Hearing. Motion carried unanimously, with the following roll call vote:

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

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to introduce Ordinances 3206-20 and 3207-20 by title only and adopt Resolution No. CC-2010-072 by title only. Motion carried unanimously, with the following roll call vote:

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

City Clerk Eleanor Manzano read Ordinances 3206-20 and 3207-20 by title only and Resolution No. CC-2010-072 by title only.

EX PARTE COMMUNICATIONS

Councilmember Nehrenheim disclosed discussions with staff, Planning Commissioners and the public.

Councilmember Loewenstein disclosed discussions with the public and the Mayor.

Councilmember Horvath disclosed discussions with staff and the public.

Councilmember Gran disclosed discussions with the public and staff, and Planning Commissioners.

Councilmember Emdee disclosed discussions with residents via emails and mailings, and staff.

Mayor Brand disclosed discussions with staff, the public, and Councilmembers Loewenstein, Nehrenheim and Gran.

L.2. PUBLIC HEARING TO CONSIDER THE DRAFT ARTESIA & AVIATION CORRIDORS AREA PLAN (AACAP) WHICH DEFINES A NUMBER OF STRATEGIES AND IMPLEMENTABLE ACTIONS THAT WILL GUIDE THE FUTURE REVITALIZATION OF THE AREA, INCLUDING PHYSICAL PLACEMAKING ENHANCEMENTS, CONNECTIVITY TO SURROUNDING NEIGHBORHOODS, PARKING STRATEGIES, AND NEW GATHERING SPACES TO CREATE A SENSE OF "PLACE AND CHARACTER".

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2010-074, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING THE ARTESIA & AVIATION CORRIDORS AREA PLAN (AACAP) AND A FINDING THAT THE AACAP IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

DISCUSSION AND DIRECTION TO STAFF REGARDING THE PREPARATION OF PRIORITY CODE AMENDMENTS NEEDED TO BEGIN IMPLEMENTING ELEMENTS OF THE AACAP;

OR

CONTINUE THE PUBLIC HEARING TO OCTOBER 13, 2020 TO FURTHER CONSIDER AND/OR EDIT THE DRAFT ARTESIA & AVIATION CORRIDORS AREA PLAN (AACAP).

PROCEDURES:

- a. **Open the public hearing, take testimony;**
- b. **Close the public hearing;**
- c. **Adopt Resolution No. CC-2010-074 by title only adopting the Artesia & Aviation Corridors Area Plan (AACAP) and a finding that the AACAP is not subject to the California Environmental Quality Act (CEQA); or**
- d. **As an alternative, continue the public hearing to October 13, 2020 to further consider and/or edit the Draft Artesia & Aviation Corridors Area Plan.**

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

Motion by Councilmember, seconded by Councilmember, to open the Public Hearing. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Gran, Emdee

NOES: None

ABSENT: None

Planning Manager Sean Scully gave a presentation and discussed the Artesia/Aviation Corridor Area Plan as follows:

- Project Area
- Executive Summary
 - Purpose
 - How to use this plan
- Background
 - Location and role of each corridor
 - History
 - Existing conditions analysis
 - Related planning efforts
 - Opportunities and constraints
- Placemaking
 - Introduction
 - Corridors as destinations
 - Creating a destination
 - Encourage reinvestment
 - The pedestrian experience
 - Connectivity
 - The corridor experience
 - Identify
 - Design guidelines
- Mobility

- Overview
- Existing conditions
- Relationship to other plans
 - General Plan circulation element
 - South Bay Bicycle Master Plan
- AACAP mobility objectives
- Corridor descriptions and strategies
 - The driving and parking experience
 - The walking experience
 - Bicycle and micro-mobility experience
 - The transit experience
- Funding Mechanisms
 - Special assessment districts
 - Grant programs
 - Impact fees
 - Tax increment financing
- Implementation
- Figures, Tables and Appendices

Mayor Brand suggested continuing this item to allow for more time. He also said Artesia Boulevard needs a theme such as art and also needs a BID.

Waterfront and Economic Development Director Stephen Proud said there hasn't been a push to form a BID, and renaming of the boulevard has been the focus.

Community Development Director Brandy Forbes stated ownership is needed and said staff has been exploring for grants to help with processes for incorporating, etc.

Mayor Brand supported benches, landscaping, crosswalks, lighting, art projects, signage, historic front improvement program, walk through areas and open gathering spaces. He also said owners already own the buildings and are happy to accept lower rates just for the general cash flow which is not a situation that ignites redevelopment and reinvestment.

Community Development Director Brandy Forbes suggested increasing the FAR and adjusting parking standards to allow the turnover to be more fluid and available.

Mayor Brand also referred to upzoning and suggested a clause and resolution to not allow residential development on Artesia Boulevard. He also suggested starting with just one boulevard.

Assistant City Manager Witzansky referred to GAP and Planning Commission input suggesting focusing on more organic improvements in the corridor, and suggested looking at parking regulations, uses and public placement. He also suggested waiting for the Galleria development before evaluating square footage.

Mayor Brand believed that Artesia Boulevard would be more unique to people versus a mall-like atmosphere such as at the Galleria. He further said there was a bill proposed in Sacramento which died that required cities to rezone commercial districts for 15 residential units per acres. He also pointed out that Sacramento could undermine all the work being done with the Artesia Boulevard and Aviation Plan and suggested people contact their state reps.

In response to Mayor Brand, Councilmember Gran stated there are about 25,000 vehicles per day on Artesia, 40,000 to 45,000 on Hawthorne per day, and 17,000 to 18,000 on Aviation per day.

Councilmember Gran thanked staff and said this has been a collaborative effort, referred to businesses being able to absorb costs and high prices, stated the businesses are disjointed, noted a preliminary study on the BID and reviewed the calculation of paying into a BID generating \$80,000 a year, stated the businesses are small and do not generate a lot of money, stated leadership is needed, and pointed out that the NRBBA members are not people who own a business on Artesia. He referred to 2nd Street in Long Beach as an example which has wonderful restaurants and retail with an attractive atmosphere with most of the parking inside of the streets. He also discussed parking issues on Artesia Boulevard and said it is important to be clear about Artesia Boulevard. He further said the overflow and spill from the Galleria needs to be addressed, and also supported continuing this item.

Councilmember Emdee questioned if office demand is still the same since the pandemic. Community Development Director Brandy Forbes explained there could be a shift in change in what office looks like in the future but medical office interest has not been slowing down.

Councilmember Emdee said it is important to avoid aggregating one use which won't produce sales tax or the goals wanted. She suggested strategically placing businesses between restaurants or public spaces together as a synergy. She also suggested sharing parking and looking at other opportunities. She further said reducing parking requirements will work when marketing to the neighborhood around it.

In response to Councilmember Emdee, Planning Manager Scully reviewed opportunities to capitalize on the underutilized parking.

Assistant City Manager Witzansky stated the next step will require additional environmental analysis along with cumulative impacts. He also said parking changes need to include flexibility.

Councilmember Emdee questioned public open space solving the problem without more FAR.

Community Development Director Brandy Forbes suggested creating space for the benefit of the businesses rather than the businesses having to provide it on their property. Planning Manager Scully stated public usable open space is a standard already included in the mixed use zone.

Councilmember Emdee suggested direction to include cost estimates, sense of scale and stages. She also pointed out that the streetlets on the map were on streets with street lights which needs to be changed, the surrounding areas need to be considered, did not support waiting for the Galleria, and did not support a blanket increase in FAR. Assistant City Manager Witzansky suggested looking at the trade-off component and creating a set of objective criteria while evaluating and a subsequent analysis.

Community Development Director Brandy Forbes stated the .6 recommendation came from bringing in the tenancy needed to keep the area active. She also believed the FAR will come back when Council receives the General Plan update and recommendations on the land use.

Assistant City Manager Witzansky stated the square footage drives the parking obligation which is the issue.

Councilmember Emdee preferred to work on the parking and keep the FAR low, and allowing the FAR to go up when a requirement takes place. She also supported a public art component, and an encouragement of galleries rather than office.

Councilmember Horvath agreed there has to be flexibility, agreed this is a great way to start organically in the short-term, noted a piecemeal scenario on the boulevards which is a challenge, suggested focusing on the zones in the short-term where something transformative can happen, suggested aggregating properties, suggested looking at the areas as being a full block and allowing horizontal mixed use, supported densifying existing residential, stated Artesia can be a main street and not being the Galleria, noted charm in creating

this and allowing residents to interact with Aviation and Artesia, and asked about funding about an EIFD on Artesia.

Assistant City Manager Witzansky spoke on the EIFD which is more beneficial long-term or having a parking district. He also noted a diverse corridor with extremely different focuses and priorities, obtaining a BID synergy, and suggested BIDs by regions.

Waterfront and Economic Development Director Stephen Proud stated an EIFD can be formed over any district chosen but the challenge is forming the district and the property owners within the district.

Councilmember Horvath stated the Kurt Hardware location has been for sale over two years and stringent parking requirements. He suggested lessening the requirements and creating more public parking situations. He supported a document to allow going bolder, and the Artesia Boulevard being unique.

Councilmember Loewenstein agreed with focusing in on a theme, drawing people in, and said restaurants are important. He also suggested adding banners, art, but noted everything is very disjointed, noting a lot of the parking lots are empty which are areas that could be used as streetlets and outside dining. He noted Prop 15 is on the ballot which will change the evaluation and assessments, referred to Brand Avenue in Glendale with a block sections that is booming, supported attracting an anchor type tenant and dealing with the parking, and supported having a Porto's. He suggested looking at other areas and similar traffic patterns, building types, noted Culver Boulevard is a great street, and suggested focusing in on a few blocks of Artesia to start, and suggested encouraging restaurants, art galleries, a T-Mobile, a place for dessert and businesses not being so far apart from each other. He also suggested looking at the Public Art Fund and having public art in the medians. He further suggested looking at college towns mixing public art with streetscapes, etc.

Councilmember Nehrenheim suggested expedited permitting, signage being business driven, supported creating an art district, expressed concern with adding residential to Artesia, suggested parklets activating and moving traffic forward and increasing FAR and parking, suggested starting with small and minor upgrades and experiential activities, \$2M coming to Artesia Boulevard which should be included in the report, requested a report on different types of zones in districts that can be opened up, supported lesser restrictions on businesses, a greater parking flexibility report, different zones in districts options, different types of art districts, and the Sacramento Improvement Plan. He also did not support waiting until the Galleria is finished.

City Manager Hoefgen suggested bringing back next week a list of items to consider for a future date.

Mayor Brand called for public comment via Zoom and eComments.

Zein Obagi Jr. suggested having outdoor restaurants and also suggested concentrating on having them in clusters, supported having art, noted more parking isn't needed, suggested incentives to the property owners and replacing the trees, making the sidewalks more walkable, and a buffer between the streets and sidewalks.

Christopher Maloney, believed Artesia is a corridor, supported bike riding to the beach, increasing the bike lanes and accessibility which will create benefits such as slowing traffic down, supported having restaurants, and suggested having a cycle cross.

Holly Osborne stated this isn't a good time to evaluate the parking lots because of COVID, noting the parking lot behind Senator Ben Allen's building is generally jammed. She also supported trees providing shade, and suggested art and crafts in the empty stores.

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

Peter Aziz encouraged Council and staff to consider rezoning laws, encouraging pedestrian culture, opposed a restaurant needing 57 parking spots, pointed out there is not the affluence in North Redondo for a BID compared to South Redondo, opposed considering changing the zoning charter to bypass the parking requirements, suggested expanding by rezoning, supported arts, supported the focus on North Redondo, suggested voting no on Prop 15 and encouraged blight fees.

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

Motion by Councilmember Emdee, seconded by Councilmember Loewenstein, to continue the Public Hearing to December 8, 2020 with staff coming back with cost estimates, sense of scale regarding having a few activity nodes versus doing the entire block at a time, activity nodes, and art ideas. Motion carried unanimously, with the following roll call vote:

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

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS – NONE

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to discuss Item N.1, City Manager Items, Item P.1, and referrals to staff on the agenda, and to continue Items P.2 and P.3. Motion carried unanimously, with the following roll call vote:

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

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND DIRECTION TO STAFF REGARDING A CDBG-CV CARES ACT ENTITLEMENT FOR REDONDO BEACH IN THE AMOUNT OF \$453,481 AND THE ELIGIBILITY OF ALLOCATIONS TO SMALL BUSINESSES AND ADDITIONAL ALLOWABLE USES. CONTACT: JOHN LA ROCK, COMMUNITY SERVICES DIRECTOR

Community Services Director John La Rock gave a report and discussed the funding and eligible expenses. He stated staff is recommending allocating at least the minimum of \$110K to offset an equal allocation made from the City's CV relief funds for small business relief.

Councilmember Gran supported the \$110K allocation, allowing the funds to reimburse the City for real costs that have occurred.

Community Services Director John La Rock pointed out a more stringent qualification beyond the existing application which can be brought back on a case by case basis for businesses ineligible.

In response to Mayor Brand, Community Services Director La Rock stated there is a period of five years to allocate the funding, with 80% allocated after the third which is the end of the 22-23 fiscal cycle.

In response to Councilmember Nehrenheim, Community Services Director La Rock stated they are currently speaking to the county on a 13-month budget for a start and stop of the pallet shelter program, first a policy decision and then a subsequent funding decision. He also said the \$110K is being allocated from the City's General Fund relief monies buying back by using the CDBG funds for small businesses.

In response to Councilmember Nehrenheim, Assistant City Manager Witzansky explained that transfer of sources is to try to create flexibility from potential General Fund naturally reimbursed expenses to alleviate

any pressures in the budget, and the choice to spend that money once relieved and transferred to the fund can be redirected to supplemental works in the Village or spend more of CDBG money.

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

Motion by Councilmember Horvath, seconded by Councilmember Loewenstein, to provide direction to where possible to allocate the funds set aside already for businesses as part of the CARES Act to the CDBG funds and set aside \$300K from the funds as well for potential use for the pilot program depending on the conversation at a future meeting.

Friendly Amendment by Councilmember Nehrenheim to have the remainder of the money set aside for administrative costs to cover the administrative work. Councilmembers Horvath and Loewenstein accepted the Friendly Amendment.

Motion carried with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Gran, Emdee

NOES: None

O. CITY MANAGER ITEMS

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

This item is continued to a future Council meeting.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND DIRECTION TO STAFF REGARDING CONSIDERATION OF AN AMENDMENT TO ARTICLE 17, CHAPTER 7, TITLE 3 OF THE REDONDO BEACH MUNICIPAL CODE TO STREAMLINE THE PROCESS AND WAIVE FEES FOR THE PREFERENTIAL PARKING APPLICATION AND PERMITS IF NEEDED IN RESPONSE TO A NEARBY NUISANCE.

City Attorney Webb stated the courts were shut down during COVID and noted different strategies to address impacts on the community.

Councilmember Gran noted an issue at Clark and Stanford and the neighbors have been looking at ways to make the entity as uncomfortable as possible. He said they were offered another block of parking permits on the 1400 Block if possible but they didn't want to pay for it. He suggested this is a change in the Municipal Code which could be enacted, having the ability to waive fees for parking permits if this issue happens again.

City Attorney Webb suggested authorizing the City Manager or designee to issue both the permit and the waiver fees for up to a year and any subsequent extension with a fee waiver would have to go to Council. He also suggested not getting rid of the petition. He further informed that a full-time camera was installed and noted some of the neighbors got parking tickets.

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

Motion by Councilmember Gran, seconded by Councilmember Horvath, to authorize the City Manager or designee to issue both the permit and the waiver fees for up to a year and any subsequent extension with a fee waiver would have to go to Council. Motion carried unanimously, with the following roll call vote:

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

P.2. DISCUSSION AND CONSIDERATION OF POSSIBLE ACTION CONCERNING FEEDBACK FROM CITY COMMISSIONS RELATED TO THE DEVELOPMENT OF GOALS AND OBJECTIVES FOR THE CITY'S STRATEGIC PLAN

This item is continued to a future Council meeting.

P.3. DISCUSSION AND CONSIDERATION OF ADOPTING A RESOLUTION SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

ADOPT BY TITLE ONLY RESOLUTION No. CC-2010-071, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

This item is continued to a future Council meeting.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Mayor Brand noted complaints received regarding the lack of lighting on the stairs from Knob Hill to the walk path.

In response to Mayor Brand regarding the Reed apron, City Manager Hoefgen stated he will check with staff at his meeting tomorrow.

R. CLOSED SESSION – NONE

S. RECONVENE TO OPEN CLOSED SESSION – NONE

T. ADJOURNMENT: 11:28 p.m.

T.1. ADJOURN IN MEMORY OF PETER JOHN SIRACUSA, 38-YEAR VENDOR AT THE REDONDO BEACH FARMERS MARKET

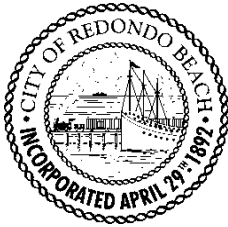
T.2. ADJOURN IN MEMORY OF CARY CHAVES, MOTHER OF CITY EMPLOYEE RENEE MICHEL

There being no further business to come before the City Council, Motion by Councilmember Loewenstein, seconded by Councilmember Emdee, to adjourn the meeting at 11:28 p.m. to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, October 13, 2020, in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California, via teleconference. Motion carried unanimously, with the following roll call vote:

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

Respectfully submitted,

Eleanor Manzano, City Clerk



CALL MEETING TO ORDER

Via teleconference, an Adjourned Regular Meeting of the Redondo Beach City Council was called to order by Mayor Brand at 4:31 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Gran, Emdee, Mayor Brand

Councilmembers Absent: None

Officials Present: Eleanor Manzano, City Clerk
Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

SALUTE TO THE FLAG AND INVOCATION – NONE

BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS – NONE

PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS – NONE

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

F. RECESS TO CLOSED SESSION at 4:30 p.m.

- F.1. 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 Professional and Supervisory Association, Redondo Beach City
Employees Association, Teamsters and Management & Confidential Employees

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

Name of case:

Christopher Epple v. City of Redondo Beach, et al.
Case Number: 20STCV35026

- F.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
Granush Bkhchadzhyan v. City of Redondo Beach, et al.
Case Number: 20STCV29849

- 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 Lawndale v. CALTRANS, City of Redondo Beach, et al.
Case Number: 20STCP02875

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

Name of case:
Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.
Case Number: BC 682833

- F.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:
Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.
Case Number: 19STCV13547

- F.7. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION** - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

- F.8. 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:
136 N. International Boardwalk, Redondo Beach, CA 90277
140 N. International Boardwalk, Redondo Beach, CA 90277
124 N. International Boardwalk, Redondo Beach, CA 90277
109 Torrance Blvd., #100, Redondo Beach, CA 90277
209 N. Harbor Drive, Redondo Beach, CA 90277
102 N. International Boardwalk, Redondo Beach, CA 90277
206 Fisherman's Wharf, Redondo Beach, CA 90277
605 N. Harbor Dr., Redondo Beach, CA 90277
230 Portofino Way, Redondo Beach, CA 90277
105 W Torrance Blvd., Redondo Beach, CA 90277
111 W. Torrance Blvd. #100, Redondo Beach, CA 90277

500 Fisherman's Wharf, Redondo Beach, CA 90277
108 N. International Boardwalk, Redondo Beach, CA 90277
154 N. International Boardwalk, Redondo Beach, CA 90277
140 N. International Boardwalk, Redondo Beach, CA 90277
202 Fisherman's Wharf, Redondo Beach, CA 90277
210 Fisherman's Wharf, Redondo Beach, CA 90277
129 W. Torrance Blvd., Redondo Beach, CA 90277
164 N. International Boardwalk, Redondo Beach, CA 90277
122 N. International Boardwalk, Redondo Beach, CA 90277
105 W. Torrance Blvd, Suite 100, Redondo Beach, CA 90277
203 Fisherman's Wharf, Redondo Beach, CA 90277
160 N. International Boardwalk, Redondo Beach, CA 90277
260 Portofino Way, Redondo Beach, CA 90277
130 International Boardwalk, Redondo Beach, CA 90277
179 North Harbor Drive, Redondo Beach, CA 90277
400 N. Harbor Dr., Redondo Beach, CA 90277
140 N. International Boardwalk, Redondo Beach, CA 90277
245 N. Harbor Drive, Redondo Beach, CA 90277
207 N. Harbor Drive, Redondo Beach, CA 90277
119 W. Torrance Blvd., Redondo Beach, CA 90277
655 N. Harbor Dr., Redondo Beach, CA 90277
201 Fisherman's Wharf, Redondo Beach, CA 90277
119 W. Torrance Blvd., Suite 3, Redondo Beach, CA 90277
134 N. International Boardwalk, Redondo Beach, CA 90277
201 Fisherman's Wharf #103, Redondo Beach, CA 90277
125 W. Torrance Blvd., Redondo Beach, CA 90277
120 N. International Boardwalk, Redondo Beach, CA 90277
140 N. International Boardwalk, Redondo Beach, CA 90277

NEGOTIATING PARTY:

Jessica Lo Ibarra, Basq Kitchen
Anthony Le, Betty-G
Kim, Boardwalk Candy
Joey Shanahan, Cancer Support Community
George Loren, Captain Kidd's
Eswin Corado, El Baja Chef
Craig Wright, Hot Dog on a Stick
Brad Howard, Jackbilt
Michael Kelly, KRG JCS Redondo Beach, LLC
Shinoi Osuka, Juca
Carl Kulman, Kuhlman
Jeff Cantwell & Lisa Saracene, Landry's
Joy Corradetti, Mystical Joy
Jim Trevellen, Naja's
Jacob Moreno, Navegante
Ed Castro, New Starboard Attitude
Reggie Fong, Old Tony's
Michael Le Coz, Ozobot
Patrick Webb, Paddlehouse
Parin Demel, Pier Bakery
Piero Quinci, Aloha Braces
Robert Borgese, Pizza on the Pier
Terry Turk, Polly's on the Pier

Jake Donoghue, Portofino Hotel
Jeff Jones, Quality Seafood
George Loren, R10
Van Wong, Redondo Beach Hotel
Jake Mark, Redondo Sportfishing and Whale Watching
John Fisher, Ruby's
George Moussalli, Sambas
Joelle Adkins, Savoir Faire Language Institute
Michael, Zisli, Shade Hotel
Lillian Taylor, Slightly Different
Ron Spohn, Spohn Design
Jean Pierre de Melo, Spybase
Sione & Adrienne Taufu, T's Toe Rings & Gifts
Sumet Tungchoothongchai, The Shrimp Lover
Rashel Mereness, The Slip
John Kukawsky, Tradewinds & Pineapple Alley

UNDER NEGOTIATION
Both Price and Terms

Motion by Councilmember Emdee, seconded by Councilmember Loewenstein, to recess at 4:34 p.m. to conduct Closed Sessions attended by City Manager Joe Hoefgen, City Attorney Mike Webb, Assistant City Manager Witzansky, Assistant City Attorney Cheryl Park, Public Works Director Ted Semaan, Human Resources Director Diane Strickfaden, Waterfront and Economic Development Director Stephen Proud, and Outside Counsel John Welner, Antony Nash and Real Estate Consultant Larry Kosmont. Motion carried unanimously, with the following roll call vote:

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

G. RECONVENE TO OPEN SESSION: 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim
Councilmembers Absent: Mayor Brand
Officials Present: Eleanor Manzano, City Clerk
Michael Webb, City Attorney
Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Hoefgen announced a unanimous vote by Council to defend the City in the lawsuit of F.2 and F.3, and announced that Antony Nash did not attend Closed Session.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Horvath, seconded by Councilmember Loewenstein, to adjourn at 6:00 p.m. to a regular meeting. Motion carried unanimously, with the following roll call vote:

AYES: Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim
NOES: None

ABSENT: None

A. CALL TO ORDER

Via Teleconference, a Regular Meeting of the Redondo Beach City Council was called to order by Mayor Pro Tem Nehrenheim at 6:00 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim
Councilmembers Absent:	Mayor Brand
Officials Present:	Eleanor Manzano, City Clerk Michael Webb, City Attorney Joe Hoefgen, City Manager Vickie Kroneberger, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

At the request of Mayor Pro Tem Nehrenheim, the audience and Councilmembers rose to salute the flag followed by a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

Councilmember Loewenstein announced his District 2 Community Meeting taking place on Wednesday, October 28, 2020, from 6 to 7:30 p.m. on Zoom.

Councilmember Horvath announced his Community Meeting taking place on Thursday from 6 to 7:30 p.m. with SCE and staff members discussing North Redondo Beach neighborhoods.

Councilmember Gran stated businesses looking for temporary use permits to contact the Community Development Department and to submit applications as soon as possible for the CARES Act reimbursement grant programs.

Councilmember Emdee stated she spoke at the American Shores and Beach Preservation conference and thanked Assistant City Manager Witzansky, Public Works Director Semaan, and Waterfront and Economic Development Director Stephen Proud for their help. She also said Athens is giving away free compost on Saturday, October 24, 2020 from 8 a.m. to noon at Wilderness Park for Redondo Beach residents, and announced the hazardous waste and document shredding event on November 7, 2020.

Mayor Pro Tem Nehrenheim announced his online Community Meeting taking place tomorrow night which will require pre-registration.

E. APPROVAL OF ORDER OF AGENDA

Motion by Councilmember Horvath, seconded by Councilmember Gran, to approve the agenda as presented, with the exception of Item P.4 which was pulled by Council. Motion carried unanimously, with the following roll call vote:

AYES:	Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim
NOES:	None
ABSENT:	None

F. AGENCY RECESS: 6:09 p.m.

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

CONTACT: JOHN LA ROCK, COMMUNITY SERVICES DIRECTOR

RECONVENE: 6:20 p.m.

ROLL CALL

Councilmembers Present: Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim
Councilmembers Absent: Mayor Brand
Officials Present: Eleanor Manzano, City Clerk
Michael Webb, City Attorney
Joe Hoefgen, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Motion by Councilmember Gran, seconded by Councilmember Horvath, to receive and file additional materials for Items J.1 and P.2. Motion carried unanimously, with the following roll call vote:

AYES: Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim
NOES: None
ABSENT: None

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING AND REGULAR MEETING OF OCTOBER 13, 2020

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA.

CONTACT: ELEANOR MANZANO, CITY CLERK

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

Motion by Councilmember Horvath, seconded by Councilmember Loewenstein, to approve Consent Calendar items H.1 and H.2. Motion carried unanimously, with the following roll call vote:

AYES: Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim
NOES: None
ABSENT: None

I. EXCLUDED CONSENT CALENDAR ITEMS – NONE

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mayor Pro Tem Nehrenheim called for public comment via eComment and Zoom.

Holly Osborne, District 5, spoke on the relation of green space to temperature, and expressed concern with large areas of concrete coverage and lack of grass and trees, especially in North Redondo. She also expressed concern with SB1120 allowing lot splitting and two on a lot with lack of green space. She suggested joining any appeals taking place regarding the SCAG RHNA total allocation and stated this will be discussed in Beverly Hills tomorrow.

Zein Obagi Jr suggested slowing down traffic on Artesia and having different speed limits during certain hours. He also reviewed other streets, allowing for a safer area for pedestrians and businesses.

Chief Deputy City Clerk Vickie Kroneberger read the following comment via eComment:

Matthew Hinsley spoke on the public availability of Blue Folder Items and asked that they be more accessible.

There being no further comments, Mayor Pro Tem Nehrenheim closed the public comment period.

K. EX PARTE COMMUNICATIONS – NONE

L. PUBLIC HEARINGS – NONE

M. ITEMS CONTINUED FROM PVIOUS AGENDAS – NONE

N. ITEMS FOR DISCUSSION PRIOR TO ACTION – NONE

O. CITY MANAGER ITEMS

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

RECEIVE AND FILE THE CITY'S CURRENT SUMMARY OF EMERGENCY ORDERS AND PROVIDE DIRECTION IF NEEDED

City Manager Hoefgen gave a report and discussed the following:

- Safe in the South Bay Program – Beach Cities Health District
- Enforcement of street sweeping parking restrictions now taking place
- Interaction with RVA related to outdoor dining – continue through October 18
- Reopening of City park playgrounds October 9
- Aviation Track and Field and Vets Park fitness courts to open October 16
- Indoor malls can now open at 25% capacity
- Nail salons can now open at 25% capacity
- Breweries, tasting rooms

In response to Mayor Pro Tem Nehrenheim, Public Works Director Semaan stated staff has been working with the Village Association regarding the hydrology study and emergency response plan which will be brought back to Council next week.

Mayor Pro Tem Nehrenheim supported having education and masks on the Esplanade and pier area. City Manager Hoefgen stated staff can followup and have discussions with Beach Cities Health District. He also said masks were distributed through the Police Department and said Council adopted a resolution encouraging the use of masks.

Councilmember Gran asked about how many more tickets were wrote the first couple of weeks regarding the enforcement of parking for street sweeping. City Manager Hoefgen stated he can provide this information.

Councilmember Horvath stated almost five weeks' notice was given regarding parking enforcement and yet people did not find the information. He suggested allowing people to appeal the tickets on a case by case basis, noting the warning notice did not take place everywhere. He also noted concerns regarding the loosening up of the regulations in the park and enforcement. He suggested being more restrictive if needed.

Community Services Director John La Rock gave a report regarding opening up the playgrounds and stated signs were installed. He said there are 21 playgrounds across the City and enforcement is difficult. He also said the users of the parks need to follow the rules and take personal responsibility, including wearing masks and social distancing.

Mayor Pro Tem Nehrenheim called for public comment via eComment and Zoom.

Chief Deputy City Clerk Vickie Kroneberger read the following comment via eComment:

Harden Sooper, Public Safety, and Kate Harden Sooper, Recreation and Parks, asked if City parks will fully reopen, asked about measures taken by the City to ensure safety to everyone using the parks, and suggested enacting a City Ordinance to clarify the rules and hiring a contractor to enforce them.

There being no further comments, Mayor Pro Tem Nehrenheim closed the public comment period.

Mayor Pro Tem Nehrenheim noted an opportunity for the Beach Cities Health District which can act as mask ambassadors and educational enforcement.

Motion by Mayor Pro Tem Nehrenheim, seconded by Councilmember Loewenstein, to receive and file the City's current summary of emergency orders and to have the Beach Cities Health District come back to Council with options to provide services such as mask ambassadors along the Esplanade, parks and harbor, public education, public health, educational services and upcoming vaccine sites by mid-November, incorporating this into the Safer in the South Bay Program.

Councilmember Emdee pointed out that not all people were wearing masks and not social distancing in Manhattan Beach, and said Redondo Beach is doing very well compared to other cities.

Councilmember Loewenstein noted people are starting to wear more masks and suggested education.

Councilmember Gran suggested options with Beach Cities Health District or a volunteer group.

Friendly Amendment by Councilmember Gran that staff come back regarding Beach Cities Health District options regarding increasing education. Mayor Pro Tem Nehrenheim did not accept the Friendly Amendment.

Motion carried with the following roll call vote:

AYES: Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim

NOES: None

ABSENT: None

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND CONSIDERATION OF POSSIBLE ACTION CONCERNING FEEDBACK FROM CITY COMMISSIONS RELATED TO THE DEVELOPMENT OF GOALS AND OBJECTIVES FOR THE CITY'S STRATEGIC PLAN

City Manager Hoefgen gave a report and discussed the following:

- Feedback received from various City Commissions related to the development of ten year goals
- Report provided to Commissions
- Three options identified for ten year goals
- Strategic Plan set for October 29 from 1 to 6 p.m.
- Develop a consensus on the format for the ten year goals

- Focus on refinement of the three year goals and six month objectives
- Two local emergencies
- Budget challenges

Mayor Pro Tem Nehrenheim supported Option No. 2.

Councilmember Horvath gave a report and reviewed the options. He suggested removing the bullet points in Option 3 and bringing in No. 6 in Option 2.

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

Councilmember Loewenstein suggested Option 2 over Option 3, and housing policies can be discussed next week.

Councilmember Gran gave a report and supported having a list and Option 3 leaving in the bullets.

Councilmember Emdee said she did not see much difference between Option 2 and Option 3, except for #6, and suggested removing the bullet points. She also suggested Option 3 without the bullet points.

Mayor Pro Tem Nehrenheim noted that Option 3 items are not Redondo Beach specific and said it is important to preserve commercial long-term.

Councilmember Emdee suggested items could be included in Options 2 and 3 specific to Redondo Beach such as the Bicycle Master Plan. She also noted 3 year goals underneath the umbrella of the 10 year goals which will take place in the Strategic Plan.

Councilmember Horvath said this item was brought to Council a year ago and meant to start a conversation, and supported the umbrella and policy area, helping Council to be creative regarding long term and short term goals. He also believed the bullet points were helpful with the Commission discussions.

Councilmember Loewenstein believed some of the bullet points could be considered strategic and a lot being tactical. He supported 5 or 6 strategic items underneath the tactical items.

Motion by Councilmember Emdee, seconded by Councilmember Loewenstein, to adopt Option 3, taking out the bullet points, and to discuss the 3 to 5 year goals at the next Strategic Plan. Motion carried unanimously, with the following roll call vote:

AYES: Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim
 NOES: None
 ABSENT: None

P.2. DISCUSSION AND CONSIDERATION OF ADOPTING A RESOLUTION SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2010-071, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

Senior Analyst Rob Osborne gave a report and stated staff is available for questions.

In response to Mayor Pro Tem Nehrenheim, Senior Analyst Osborne stated they received a joint letter from the Redondo Chamber and South Bay Association of Chambers, and did not believe this a time sensitive item.

Mayor Pro Tem Nehrenheim stated LA County proposed balanced energy solutions and maintaining local control of energy solutions, and organizations fought back. He supported this as long as all energy choices are allowed and stated Council joined the LA County CCA, offering residents energy choices. He suggested this should have been brought to the attention of the Council before it was put on the agenda.

Councilmember Loewenstein expressed concern with difficulty getting things on the agenda and yet the chambers getting this item on the agenda right away.

City Manager Hoefgen stated this item is on the agenda in the same way as a number of South Bay cities, it's on the agenda for the SB CCOG, it's a pertinent item per other cities, there was a request from outside agencies, and was put on the agenda by himself and staff. He suggested a motion to take it off the agenda to end the discussion of the item.

Motion by Councilmember Loewenstein, seconded by Councilmember Gran, to remove this item from the agenda and to bring it back at a future date.

Mayor Pro Tem Nehrenheim suggested this item should have been under City Manager Items.

Councilmember Gran suggested the CCOG go through this before it's brought back to Council.

Councilmember Horvath stated this item came to the steering committee with a 6-4 vote regarding moving forward to the full board, requesting the item be brought back for a full discussion.

Councilmember Emdee stated right now the resolution is just about hands off Sacramento, and to allow local control choices.

Mayor Pro Tem Nehrenheim called for public comment via eComment and Zoom.

Henry Rogers, South Bay Association Chamber of Commerce and Redondo Beach Chamber of Commerce, spoke in support of Item P.2 and said this is about reliability, affordability and sustainability, and noted concerns to include energy policies from Sacramento.

Gina Goodhill, Policy Director Clean Power Alliance, reviewed her concerns regarding the resolution, and supported a clean energy choice for the community and to not adopt the resolution.

Public Affairs Manager SoCal Gas Faviola Ochoa gave a report and supported the adoption of the resolution and using other energy choices.

City Clerk Manzano read Candace Nafissi's email who urged the adoption of the resolution to allow residents to choose the best appliances that work for them and local control.

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

Christopher Gilbride supported a more capable gas grid for peak days and hours and residential fuel cells.

Lezlie Campeggi recommended that Council not support something not fully understood on a comprehensive presentation.

There being no further comments, Mayor Pro Tem Nehrenheim closed the public comment period.

Councilmember Horvath gave a report and stated natural gas will still be a choice and did not support the resolution.

In response to Mayor Pro Tem Nehrenheim, Mr. Goodhill stated the resolution only states the City supports the balanced energy solutions, not committing the City to any future use.

Mayor Pro Tem Nehrenheim reviewed energy choices taking place in Europe and supported the resolution.

Councilmember Loewenstein expressed concern with the City being involved in a battle between natural gas providers and electricity providers, and did not support providing anymore information regarding this idea, which is not on the agenda legitimately.

Councilmember Loewenstein withdrew his motion on the floor.

Substitute Motion by Councilmember Horvath, seconded by Councilmember Loewenstein, to deny the resolution and not have it come back.

AYES: Loewenstein, Horvath, Gran, Mayor Pro Tem Nehrenheim
NOES: Emdee
ABSENT: None

P.3. DISCUSSION REGARDING HALLOWEEN, TRICK OR TREATING, AND COVID-19 RESTRICTIONS

City Attorney Webb gave a report and stated County Health has banned parties and collection of people but not trick or treating. He said Beverly Hills is discussing an emergency order to make trick or treating illegal and restricting certain areas to residents only. He suggested per CDC that neighborhoods could have one-way trick or treating where tables could be set up on the edge of the driveway and lawn and having signage where to start and finish.

Mayor Pro Tem Nehrenheim asked about the current guidelines for group gatherings. He also asked about the School District input.

Councilmember Loewenstein asked about blocking off the street. City Attorney Webb stated this is due to the pandemic.

Mayor Pro Tem Nehrenheim called for public comment via eComment and Zoom.

Candace Nafissi suggested having something innovative and refraining from any prohibited situations. She said the residents are aware of what is going on and taking precautions and suggested giving them credit. She supported blocking off the street but expressed concern with kids not being able to go to other streets and any impacts to public safety.

There being no further comments, Mayor Pro Tem Nehrenheim closed the public comment period.

Mayor Pro Tem Nehrenheim suggested parents talking to each other, and those at risk should stay inside.

P.4. DISCUSSION AND CONSIDERATION OF MAYOR'S APPOINTMENT TO FILL AN UNSCHEDULED VACANCY ON THE PLANNING COMMISSION AND APPOINTMENT TO THE PRESERVATION COMMISSION

This item was pulled off the agenda.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

In response to Councilmember Loewenstein, City Manager Hoefgen stated a discussion on the skate parks will be brought back next week.

In response to Councilmember Emdee, City Manager Hoefgen stated a followup report on the homeless will be brought back next week.

In response to Mayor Pro Tem Nehrenheim, Waterfront and Economic Development Director Stephen Proud said the discussion on the public amenities to the harbor and waterfront and cost estimates in the harbor should come back to Council late November or early December.

R. CLOSED SESSION – NONE

S. RECONVENE TO OPEN SESSION – NONE

T. ADJOURNMENT: 8:40 P.M.

T.1. ADJOURN IN MEMORY OF KIM BISHOP, CITY MAINTENANCE WORKER AT THE PIER

T.2. ADJOURN IN MEMORY OF PATRICIA M. FRANKLIN, MOTHER OF CITY EMPLOYEE SHELLEY FRANKLIN

T.3. ADJOURN IN MEMORY OF DELIA ELENA LUCAS, MOTHER OF CITY EMPLOYEE GERALDINE TRIVEDI

There being no further business to come before the City Council, Motion by Mayor Pro Tem Nehrenheim, seconded by Councilmember Emdee, to adjourn the meeting at 8:40 p.m. to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, October 20, 2020, in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California, via teleconference. Motion carried unanimously, with the following roll call vote:

AYES: Loewenstein, Horvath, Gran, Emdee, Mayor Pro Tem Nehrenheim
NOES: None
ABSENT: None

Respectfully submitted,

Eleanor Manzano, City Clerk



Administrative Report

H.4., File # 20-1854

Meeting Date: 2/2/2021

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

TITLE

PAYROLL DEMANDS

CHECKS 27127-27151 IN THE AMOUNT OF \$35,578.75, PD. 1/22/2021

DIRECT DEPOSIT 231134-231586 IN THE AMOUNT OF \$1,715,889.22, PD. 1/22/2021

EFT/ACH \$6,852.59, PD. 1/22/21 (PP2102)

EFT/ACH \$346,098.51, PD. 1/25/21 (PP2102)

ACCOUNTS PAYABLE DEMANDS

CHECKS 97537-97714 IN THE AMOUNT OF \$2,363,949.79

EFT CALPERS MEDICAL INSURANCE \$347,593.35

EFT BARINGS MULTIFAMILY CAPITAL \$156,903.00

DIRECT DEPOSIT 100004411-100004521 IN THE AMOUNT OF \$105,216.46, PD. 2/1/2021

REPLACEMENT DEMANDS 97532-97536

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

02022021_RECOMMENDATION_TO_APPROVE

02022021_VENDOR_INVOICE_LIST

**RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING FEBRUARY 2, 2021**

a. Payroll Demands

- Checks 27127-27151, \$35,578.75, Pd.1/22/2021
- Direct Deposit 231134-231586, \$1,715,889.22, Pd.1/22/2021
- EFT/ACH \$6,852.59, Pd.1/22/2021 (PP2102)
- EFT/ACH \$346,098.51, Pd.1/25/2021 (PP2102)

b. Accounts Payable Demands

- Checks 97537-97714, \$2,363,949.79
- EFT CalPERS Medical Insurance \$347,593.35
- EFT Barings Multifamily Capital \$156,903.00
- Direct Deposit 100004409-100004519, \$105,216.46, Pd. 2/1/2021

Replacement Demands

97532	Karrior Electric Vehicles, Inc. (Replaced ck #93704-Stale)	\$113.88
97533	Marci Klein (Replaced ck #93707-Stale)	\$350.00
97534	Redondo Beach Youth Basketball (Replaced ck #93763-Stale)	\$500.00
97535	St. Francis Medical Center (Replaced ck #95483-Stale)	\$568.00
97536	Chantal Toporow (Replaced ck #93800-Stale)	\$350.00

I hereby approve and authorize for payment the above demands.

***Joe Hoefgen
City Manager***

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12302 1410 ARTESIA BLVD LLC										
PERMIT # E-6706		12/02/2019	10254561	02022021	97537	2,444.00	02/02/2021	INV	PD	Refund Permit #E-6706,Rec
CHECK DATE:	02/02/2021									
PERMIT # E-6705		12/02/2019	10254562	02022021	97537	722.00	02/02/2021	INV	PD	Refund Permit #E-6705,Rec
CHECK DATE:	02/02/2021									
						3,166.00				
4 1736 FAMILY CRISIS CENTER										
082020		01/21/2021	10254614	02022021	97538	513.00	01/21/2021	INV	PD	CDBG - AUG. 2020
CHECK DATE:	02/02/2021									
092020		01/21/2021	10254617	02022021	97538	1,429.00	01/21/2021	INV	PD	CDBG - SEPT 2020
CHECK DATE:	02/02/2021									
						1,942.00				
22 A THRONE CO., INC.										
0000676928		01/14/2021	10254477	02022021	97539	1,159.91	01/14/2021	INV	PD	PORTABLE RESTROOM HOMELES
CHECK DATE:	02/02/2021									
5820 ADMINISURE										
13891		01/15/2021	10254793	02022021	97540	12,200.00	01/22/2021	INV	PD	GL & WC CLAIMS ADMIN FEB
CHECK DATE:	02/02/2021									
144 AMERICAN CITY PEST CONTROL INC.										
526078		01/14/2021	10254490	02022021	97541	64.00	01/14/2021	INV	PD	PARKS YARD BAIT STATIONS
CHECK DATE:	02/02/2021									
526075		01/14/2021	10254491	02022021	97541	48.00	01/14/2021	INV	PD	PARKS YARD BAIT STATION 1
CHECK DATE:	02/02/2021									
527479		01/14/2021	10254492	02022021	97541	96.50	01/14/2021	INV	PD	RBPAC BAIT STATIONS 12/15
CHECK DATE:	02/02/2021									
531468		01/14/2021	10254463	02022021	97541	58.50	01/14/2021	INV	PD	CITY YARD PEST CONTROL 1/
CHECK DATE:	02/02/2021									
531471		01/14/2021	10254464	02022021	97541	52.00	01/14/2021	INV	PD	PW WAREHOUSE BAIT STATION
CHECK DATE:	02/02/2021									
533784		01/14/2021	10254633	02022021	97541	58.50	01/14/2021	INV	PD	2228 FARRELL AVE PEST CON
CHECK DATE:	02/02/2021									
533783		01/14/2021	10254634	02022021	97541	42.50	01/14/2021	INV	PD	2228 FARRELL AVE BAIT STA
CHECK DATE:	02/02/2021									
533782		01/14/2021	10254635	02022021	97541	34.00	01/14/2021	INV	PD	3007 VAIL AVE BAIT STATIO
CHECK DATE:	02/02/2021									
534147		01/14/2021	10254636	02022021	97541	47.50	01/14/2021	INV	PD	280 MARINA WAY BAIT STATI
CHECK DATE:	02/02/2021									
534148		01/14/2021	10254637	02022021	97541	47.50	01/14/2021	INV	PD	280 MARINA WAY PEST CONTR
CHECK DATE:	02/02/2021									
533781		01/14/2021	10254638	02022021	97541	53.00	01/14/2021	INV	PD	3007 VAIL AVE PEST CONTR
CHECK DATE:	02/02/2021									
534136		01/14/2021	10254643	02022021	97541	47.50	01/14/2021	INV	PD	200 PORTOFINO WAY BAIT ST
CHECK DATE:	02/02/2021									
562131		01/14/2021	10254644	02022021	97541	47.50	01/14/2021	INV	PD	280 MARINA WAY PEST CONTR
CHECK DATE:	02/02/2021									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
526130		01/14/2021	10254646	02022021	97541	47.50	01/14/2021	INV	PD	280 MARINA WAY BAIT STATI
CHECK DATE:	02/02/2021									
526134		01/14/2021	10254647	02022021	97541	47.50	01/14/2021	INV	PD	200 PORTOFINO WAY BAIT ST
CHECK DATE:	02/02/2021									
527062		01/14/2021	10254650	02022021	97541	93.50	01/14/2021	INV	PD	301 ESPLANADE BAIT STATIO
CHECK DATE:	02/02/2021									
527058		01/14/2021	10254651	02022021	97541	102.00	01/14/2021	INV	PD	100 TORR BLVD BAIT STATIO
CHECK DATE:	02/02/2021									
P1220-515207		01/14/2021	10254652	02022021	97541	200.50	01/14/2021	INV	PD	101 TORR BLVD PEST CONTRO
CHECK DATE:	02/02/2021									
P1220-517452		01/14/2021	10254653	02022021	97541	68.00	01/14/2021	INV	PD	101 TORR BLVD BAIT STATIO
CHECK DATE:	02/02/2021									
176 AMERICAN TEXTILE MAINTENANCE COMPANY						1,256.00				
20339441		01/08/2021	10254655	02022021	97542	409.29	01/21/2021	INV	PD	inmate linen service
CHECK DATE:	02/02/2021									
20341221		01/12/2021	10254658	02022021	97542	398.50	01/21/2021	INV	PD	inmate linen service
CHECK DATE:	02/02/2021									
20343158		01/15/2021	10254660	02022021	97542	403.37	01/21/2021	INV	PD	inmate linen service
CHECK DATE:	02/02/2021									
20344956		01/19/2021	10254661	02022021	97542	438.61	01/21/2021	INV	PD	inmate linen service
CHECK DATE:	02/02/2021									
213 AQUA-FLO						1,649.77				
SI1660299		01/19/2021	10254539	02022021	97543	29.79	01/19/2021	INV	PD	PIER IRRIGATION SUPPLIES
CHECK DATE:	02/02/2021									
SI1654248		01/19/2021	10254540	02022021	97543	309.78	01/19/2021	INV	PD	PARKS IRRIGATION SUPPLIES
CHECK DATE:	02/02/2021									
2825 AT&T						339.57				
01112021-8643		01/22/2021	10254767	02022021	97544	125.47	01/22/2021	INV	PD	MONTHLY SERVICE
CHECK DATE:	02/02/2021									
02022021-9299		01/22/2021	10254753	02022021	97544	1,466.50	01/22/2021	INV	PD	MONTHLY PHONE SERVICE
CHECK DATE:	02/02/2021									
02092021-8643		01/22/2021	10254764	02022021	97544	125.84	01/22/2021	INV	PD	MONTHLY SERVICE
CHECK DATE:	02/02/2021									
01052021-7028		01/22/2021	10254768	02022021	97544	50.92	01/22/2021	INV	PD	MONTHLY SERVICE
CHECK DATE:	02/02/2021									
01052021-7030		01/22/2021	10254769	02022021	97544	50.92	01/22/2021	INV	PD	MONTHLY SERVICE
CHECK DATE:	02/02/2021									
01052021-9447		01/22/2021	10254770	02022021	97544	60.60	01/22/2021	INV	PD	MONTHLY SERVICE
CHECK DATE:	02/02/2021									
02022021-9447		01/22/2021	10254771	02022021	97544	61.06	01/22/2021	INV	PD	MONTHLY SERVICE
CHECK DATE:	02/02/2021									
02022021-7030		01/22/2021	10254772	02022021	97544	50.92	01/22/2021	INV	PD	MONTHLY SERVICE
CHECK DATE:	02/02/2021									
02022021-7028		01/22/2021	10254773	02022021	97544	50.92	01/22/2021	INV	PD	MONTHLY SERVICE
CHECK DATE:	02/02/2021									

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8029 ATHENS SERVICES						2,043.15				
9544284	5164	01/21/2021	10254665	02022021	97545	7,027.25	01/21/2021	INV	PD	NOV. 2020 -MISC SERVICES
CHECK DATE:	02/02/2021									
9691216	5164	01/21/2021	10254668	02022021	97545	2,234.78	01/21/2021	INV	PD	DEC 2020 - MISC SERVICES
CHECK DATE:	02/02/2021									
9691207	5164	01/21/2021	10254671	02022021	97545	4,708.49	01/21/2021	INV	PD	DEC. 2020 - MISC SERVICES
CHECK DATE:	02/02/2021									
9544295	5164	01/21/2021	10254648	02022021	97545	2,532.45	01/21/2021	INV	PD	NOV. 2020 -MISC SVCS
CHECK DATE:	02/02/2021									
ATH 11-1-2020	5008	01/21/2021	10254630	02022021	97545	41,878.24	01/21/2021	INV	PD	HAZARDOUS WASTE EVENT - N
CHECK DATE:	02/02/2021									
ATH 12-1-2020	5008	01/21/2021	10254639	02022021	97545	296,860.64	01/21/2021	INV	PD	REFUSE SERVICES -YEARLY-D
CHECK DATE:	02/02/2021									
ATH 1-1-2021	5008	01/21/2021	10254642	02022021	97545	296,860.64	01/21/2021	INV	PD	REFUSE SERVICES -YEARLY-J
CHECK DATE:	02/02/2021									
						652,102.49				
10701 AXON ENTERPRISE, INC.										
SI-1703218	4960	01/25/2021	10254875	02022021	97546	39,420.00	01/25/2021	INV	PD	Body Worn Cameras Program
CHECK DATE:	02/02/2021									
282 B.D. WHITE TOP SOIL CO., INC.										
84261		01/19/2021	10254518	02022021	97547	1,073.10	01/19/2021	INV	PD	PARKS DIVISION-TOPPER
CHECK DATE:	02/02/2021									
12298 BADGE FRAME, INC.										
37070-1		01/25/2021	10254871	02022021	97548	352.13	01/25/2021	INV	PD	Reserve Recognition Plaqu
CHECK DATE:	02/02/2021									
291 BAKER & TAYLOR										
2035719003		01/14/2021	10254760	02022021	97549	53.45	01/22/2021	INV	PD	BOOKS
CHECK DATE:	02/02/2021									
2035700182		01/13/2021	10254761	02022021	97549	504.01	01/22/2021	INV	PD	BOOKS
CHECK DATE:	02/02/2021									
H53355870		01/13/2021	10254762	02022021	97549	55.82	01/22/2021	INV	PD	AUDIOVISUAL MATERIAL
CHECK DATE:	02/02/2021									
5016684479		01/13/2021	10254763	02022021	97549	540.29	01/22/2021	INV	PD	BOOKS
CHECK DATE:	02/02/2021									
2035524374		12/31/2020	10254520	02022021	97549	1,152.68	01/19/2021	INV	PD	BOOKS
CHECK DATE:	02/02/2021									
2035478548		12/31/2020	10254522	02022021	97549	419.58	01/19/2021	INV	PD	BOOKS
CHECK DATE:	02/02/2021									
2035547609		12/30/2020	10254523	02022021	97549	813.71	01/19/2021	INV	PD	BOOKS
CHECK DATE:	02/02/2021									
5016654502		12/30/2020	10254525	02022021	97549	50.27	01/19/2021	INV	PD	BOOKS
CHECK DATE:	02/02/2021									
2035634989		12/30/2020	10254527	02022021	97549	2,140.21	01/19/2021	INV	PD	BOOKS
CHECK DATE:	02/02/2021									

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2035541363		12/30/2020	10254528	02022021	97549	524.28	01/19/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
2035620127		12/29/2020	10254529	02022021	97549	32.82	01/19/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
2035631019		12/29/2020	10254530	02022021	97549	582.23	01/19/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
2035693298		12/29/2020	10254531	02022021	97549	95.45	01/19/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
2035691633		12/28/2020	10254532	02022021	97549	21.84	01/19/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
2035685046		12/21/2020	10254533	02022021	97549	18.52	01/19/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
H53307740		01/12/2021	10254565	02022021	97549	139.45	01/20/2021	INV	PD	AUDIOVISUAL MATERIAL
CHECK DATE: 02/02/2021										
H53082520		01/05/2021	10254566	02022021	97549	325.78	01/20/2021	INV	PD	AUDIOVISUAL MATERIAL
CHECK DATE: 02/02/2021										
2035705646		01/05/2021	10254567	02022021	97549	18.02	01/20/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
2035702025		01/04/2021	10254568	02022021	97549	7.29	01/20/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
H642493CM		12/17/2020	10254570	02022021	97549	-29.56	01/20/2021	CRM	PD	CREDIT AUDIOVISUAL MATERI
CHECK DATE: 02/02/2021										
0003224858		12/11/2020	10254571	02022021	97549	-24.64	01/20/2021	CRM	PD	CREDIT - BOOKS
CHECK DATE: 02/02/2021										
0003224621		12/08/2020	10254574	02022021	97549	-16.43	01/20/2021	CRM	PD	CREDIT - BOOKS
CHECK DATE: 02/02/2021										
6328 BAYSIDE MEDICAL CENTER						7,425.07				
00117441		01/19/2021	10254672	02022021	97550	185.00	01/21/2021	INV	PD	inmate ok to book
CHECK DATE: 02/02/2021										
10448 BEARCOM										
4737387		09/28/2018	10254679	02022021	97551	1,008.00	02/02/2021	INV	PD	RADIO ENGRAVING
CHECK DATE: 02/02/2021										
5133153		01/20/2021	10254582	02022021	97551	1,059.97	01/20/2021	INV	PD	MONTHLY SERVICE CONTRACT
CHECK DATE: 02/02/2021										
354 BENNET-BOWEN LIGHTHOUSE						2,067.97				
3005422		01/14/2021	10254466	02022021	97552	205.83	01/14/2021	INV	PD	PLEATED FACE MASKS
CHECK DATE: 02/02/2021										
8295 BEST, BEST & KRIEGER, LLP.										
895261		01/22/2021	10254833	02022021	97553	66.00	01/25/2021	INV	PD	12/20 Housing Legal Fees
CHECK DATE: 02/02/2021										
11119 BHC CRANE, LLC										
30328		01/21/2021	10254722	02022021	97554	4,685.53	01/21/2021	INV	PD	FOR HAND LAUNCH REPAIR
CHECK DATE: 02/02/2021										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
385 BISHOP COMPANY										
INV-592850		01/19/2021	10254541	02022021	97555	39.40	01/19/2021	INV	PD	PARKS SUPPLIES
CHECK DATE:	02/02/2021									
INV-590381		01/19/2021	10254543	02022021	97555	570.45	01/19/2021	INV	PD	PARKS-SUPPLIES
CHECK DATE:	02/02/2021									
INV-593267		01/19/2021	10254546	02022021	97555	239.67	01/19/2021	INV	PD	PARKS SUPPLIES-SAFETY GLA
CHECK DATE:	02/02/2021									
						849.52				
11059 BLACKSTONE PUBLISHING										
1198877		01/08/2021	10254576	02022021	97556	478.40	01/20/2021	INV	PD	AUDIOVISUAL MATERIAL
CHECK DATE:	02/02/2021									
1198679		01/08/2021	10254577	02022021	97556	35.00	01/20/2021	INV	PD	AUDIOVISUAL MATERIAL
CHECK DATE:	02/02/2021									
						513.40				
3121 BLUE DIAMOND										
2103339		01/14/2021	10254623	02022021	97557	570.67	01/14/2021	INV	PD	STRRETS SHEET ASPHLAT
CHECK DATE:	02/02/2021									
2099503		01/14/2021	10254461	02022021	97557	804.63	01/14/2021	INV	PD	SHEET ASPHALT
CHECK DATE:	02/02/2021									
						1,375.30				
11112 BLUE360 MEDIA, LLC										
INV-201008-SF-05770		11/20/2020	10254609	02022021	97558	117.26	02/04/2021	INV	PD	CALIFORNIA VEHICLE CODE B
CHECK DATE:	02/02/2021									
10417 BPR, INC.										
20189095	5018	01/15/2021	10254497	02022021	97559	80,892.00	01/15/2021	INV	PD	SIDEWALK GRINDING SERVICE
CHECK DATE:	02/02/2021									
4963 BROWN, JASEN										
11/16/2020 A		11/16/2020	10254916	02022021	97560	80.00	01/25/2021	INV	PD	FIRE INSTRUCTOR 1 DEC 202
CHECK DATE:	02/02/2021									
11/16/2020 B		11/16/2020	10254917	02022021	97560	125.00	01/25/2021	INV	PD	FIRE ETHICAL LEADERSHIP 1
CHECK DATE:	02/02/2021									
						205.00				
502 CALIFORNIA ASSN HARBOR MASTERS PORT CAPT										
111 2021		01/12/2021	10254688	02022021	97561	350.00	02/02/2021	INV	PD	METZGER ANNUAL DUES
CHECK DATE:	02/02/2021									
577 CALIFORNIA WATER SERVICE										
0125637138-12-9		01/10/2021	10254267	02022021	97562	864.64	01/10/2021	INV	PD	500 FISHERMAN'S WHARF 12
CHECK DATE:	02/02/2021									
6679269167-12-8		01/10/2021	10254268	02022021	97562	2,698.24	01/10/2021	INV	PD	116 YACHT CLUB WAY 11-5 T

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021										
2211933964-12-9		01/10/2021	10254269	02022021	97562	5,097.57	01/10/2021	INV	PD	180 HARBOR DRIVE 12/1 THR
CHECK DATE: 02/02/2021										
9779295077-12-1		01/10/2021	10254270	02022021	97562	31,477.25	01/10/2021	INV	PD	100 W.TORRANCE BLVD. 11-1
CHECK DATE: 02/02/2021										
6428284669-12-1		01/10/2021	10254271	02022021	97562	16,167.05	01/10/2021	INV	PD	100 BLK TORRANCE BLVD. 10
CHECK DATE: 02/02/2021										
2754759120122320		01/14/2021	10254405	02022021	97562	4,270.54	01/14/2021	INV	PD	2754759120 12/23/20
CHECK DATE: 02/02/2021										
9779295077122920		01/14/2021	10254406	02022021	97562	26,735.52	01/14/2021	INV	PD	9779295077 12/29/20
CHECK DATE: 02/02/2021										
6682231418122320		01/14/2021	10254407	02022021	97562	71.38	01/14/2021	INV	PD	6682231418 12/23/20
CHECK DATE: 02/02/2021										
9968051525121720		01/14/2021	10254408	02022021	97562	3,167.68	01/14/2021	INV	PD	9968051525 12/17/20
CHECK DATE: 02/02/2021										
2211933964-1-8-21		01/22/2021	10254737	02022021	97562	3,897.59	01/22/2021	INV	PD	180 HARBOR DRIVE
CHECK DATE: 02/02/2021										
0125637138-1-7-21		01/22/2021	10254743	02022021	97562	1,294.97	01/22/2021	INV	PD	500 FISHERMAN'S WHARF
CHECK DATE: 02/02/2021										
6679269167-1-7-21		01/22/2021	10254744	02022021	97562	2,350.85	01/22/2021	INV	PD	116 YACHT CLUB WAY
CHECK DATE: 02/02/2021										
6428284669-12-31-20		01/22/2021	10254745	02022021	97562	14,319.60	01/22/2021	INV	PD	100 BLK TORRANCE BLVD.
CHECK DATE: 02/02/2021										
594 CANON FINANCIAL SERVICES, INC.						112,412.88				
26041255		01/22/2021	10254741	02022021	97563	1,202.88	01/22/2021	INV	PD	COPIER LEASE PAYMENT
CHECK DATE: 02/02/2021										
8810 CANON SOLUTIONS AMERICA, INC.										
4034981830		01/22/2021	10254742	02022021	97564	283.19	01/22/2021	INV	PD	MAINTENANCE COPIER
CHECK DATE: 02/02/2021										
615 CARTER SERVICES, INC.										
537125		01/19/2021	10254680	02022021	97565	60.00	02/02/2021	INV	PD	FS2 DRYER SERVICE CALL
CHECK DATE: 02/02/2021										
8421 CHK AMERICA, INC.										
16846	3757	01/15/2021	10254486	02022021	97566	2,000.00	01/15/2021	INV	PD	PROVIDE GRAPHIC DESIGN SE
CHECK DATE: 02/02/2021										
705 CITY OF REDONDO BEACH										
01/14/2021		01/14/2021	10254915	02022021	97567	217,527.13	01/25/2021	INV	PD	WC 12/11/2020 - 1/14/2021
CHECK DATE: 02/02/2021										
709 CITY OF TORRANCE										
00020000015775011521		01/14/2021	10254410	02022021	97568	54.08	01/14/2021	INV	PD	0002-00000-*15775 01/15/2
CHECK DATE: 02/02/2021										
00020000015794011521		01/14/2021	10254411	02022021	97568	205.84	01/14/2021	INV	PD	00020000015794 01/15/21

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021						259.92				
725 CLEAN ENERGY										
CE12360264	5033	01/23/2021	10254840	02022021	97569	11,297.96	01/23/2021	INV	PD	LAX & TORRANCE CNG USAGE
CHECK DATE: 02/02/2021										
11907 COBRA-ADVANTAGE ADMINISTRATORS										
126443		01/15/2021	10254794	02022021	97570	560.00	01/22/2021	INV	PD	FSA PARTICIPANT FEES 12/2
CHECK DATE: 02/02/2021										
8889 COMMLINE, INC.										
0263268-IN		12/04/2020	10254681	02022021	97571	425.00	02/02/2021	INV	PD	B61 ER ALERT SYSTEM
CHECK DATE: 02/02/2021										
11863 COMMUNICATION STRATEGIES										
2412	4881	01/12/2021	10254337	02022021	97572	390.00	01/12/2021	INV	PD	LOCAL AREA NETWORK AND WI
CHECK DATE: 02/02/2021										
784 COMPLETES PLUS										
01AQ9806		01/14/2021	10254493	02022021	97573	61.05	01/14/2021	INV	PD	WO012 BRAKE PADS
CHECK DATE: 02/02/2021										
01AQ6474		01/14/2021	10254494	02022021	97573	67.86	01/14/2021	INV	PD	WO204 BRAKE PADS
CHECK DATE: 02/02/2021										
01AR1382		01/14/2021	10254632	02022021	97573	52.28	01/14/2021	INV	PD	WO056 BRAKE PADS
CHECK DATE: 02/02/2021						181.19				
12305 COPELAND, RICHARD										
011921		01/22/2021	10254842	02022021	97574	2,000.00	01/25/2021	INV	PD	1/21 Carlson Mediation Fe
CHECK DATE: 02/02/2021										
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS										
RE-PW-21011103598		01/11/2021	10254756	02022021	97575	5,242.80	02/02/2021	INV	PD	190th St Corridor service
CHECK DATE: 02/02/2021										
RE-PW-21011103597		01/11/2021	10254759	02022021	97575	1,611.45	02/02/2021	INV	PD	Catch Basin Relocation Se
CHECK DATE: 02/02/2021										
RE-PW-21011103892		01/14/2021	10254675	02022021	97575	1,253.58	01/14/2021	INV	PD	SHARE OF VARIOUR TRAFFIC
CHECK DATE: 02/02/2021						8,107.83				
12300 CREAMER, MARY JO										
PERMIT # E-2020-213		09/18/2020	10254559	02022021	97576	861.00	02/02/2021	INV	PD	Refund Permit #E-2020-213
CHECK DATE: 02/02/2021										
10299 DANIEL E. ZEHLER, PSY.D.										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
944		01/22/2021	10254850	02022021	97577	5,287.50	01/25/2021	INV	PD	11/20 Cassidy Medical Exp
CHECK DATE: 02/02/2021										
919 DANIELS TIRE SERVICE										
200404958		01/14/2021	10254465	02022021	97578	86.00	01/14/2021	INV	PD	OLD TRUCK TIRE DISPOSAL
CHECK DATE: 02/02/2021										
12062 DBE CONSULTING, LLC										
#06000DECEMBER 4901		01/24/2021	10254914	02022021	97579	6,680.00	02/02/2021	INV	PD	OnCallContract.BicyclePla
CHECK DATE: 02/02/2021										
954 DELL MARKETING L.P.										
10453305374		01/22/2021	10254738	02022021	97580	3,249.56	01/22/2021	INV	PD	TONERS
CHECK DATE: 02/02/2021										
956 DELTA DENTAL										
BE004233429		01/01/2021	10254800	02022021	97581	31,786.04	01/22/2021	INV	PD	JAN 2021 PPO DENTAL ACTIV
CHECK DATE: 02/02/2021										
9132 DELTA DENTAL INSURANCE COMPANY										
BE004232642		01/01/2021	10254798	02022021	97582	1,116.47	01/22/2021	INV	PD	JAN 2021 HMO DENTAL ACTIV
CHECK DATE: 02/02/2021										
BE004232664		01/01/2021	10254799	02022021	97583	66.26	01/22/2021	INV	PD	JAN 2021 HMO DENTAL RETIR
CHECK DATE: 02/02/2021										
960 DEMCO, INC.						1,182.73				
6893687		01/13/2021	10254765	02022021	97584	274.48	01/22/2021	INV	PD	AUDIOVISUAL SUPPLIES
CHECK DATE: 02/02/2021										
971 DEPARTMENT OF JUSTICE										
487885		01/10/2021	10254788	02022021	97585	96.00	01/22/2021	INV	PD	LIVESCANS DEC 2020
CHECK DATE: 02/02/2021										
12283 DEVIL MOUNTAIN WHOLESALE NURSERY										
249		01/14/2021	10254624	02022021	97586	492.75	01/14/2021	INV	PD	PARKS- TREE
CHECK DATE: 02/02/2021										
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0002971666		01/14/2021	10254656	02022021	97587	129.67	01/14/2021	INV	PD	SANI HAINICAP RESTROOM 20
CHECK DATE: 02/02/2021										
0003026163		01/14/2021	10254669	02022021	97587	236.28	01/14/2021	INV	PD	SANI UNI TRANSIT YARD 12/
CHECK DATE: 02/02/2021										
0003026689		01/14/2021	10254670	02022021	97587	30.00	01/14/2021	INV	PD	TEMP FENCING TRANSIT YARD
CHECK DATE: 02/02/2021										
0003026165		01/14/2021	10254666	02022021	97587	129.67	01/14/2021	INV	PD	200 PORTOFINO WAY SANI UN

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021										
0003026164		01/14/2021	10254667	02022021	97587	38.10	01/14/2021	INV	PD	SANI UNI HARBOR PATROL 11
CHECK DATE: 02/02/2021										
0002995342	5129	01/14/2021	10254479	02022021	97587	324.00	01/14/2021	INV	PD	TEMPORARY POWER POLES FOR
CHECK DATE: 02/02/2021										
0002977350	5129	01/14/2021	10254402	02022021	97587	835.11	01/14/2021	INV	PD	TEMPORARY POWER POLES FOR
CHECK DATE: 02/02/2021										
0002977331	5129	01/14/2021	10254403	02022021	97587	593.73	01/14/2021	INV	PD	TEMPORARY POWER POLES FOR
CHECK DATE: 02/02/2021										
						2,316.56				
11538 DISABILITY COMMUNITY RESOURCE CENTER										
01082021		01/22/2021	10254812	02022021	97588	1,569.97	01/22/2021	INV	PD	CDBG DISBURSEMENT - Q2 FY
CHECK DATE: 02/02/2021										
8947 DIVISION OF THE STATE ARCHITECT										
123120		01/27/2021	10255061	02022021	97589	448.00	01/27/2021	INV	PD	SB1186 FEES 10/01/2020 TO
CHECK DATE: 02/02/2021										
093020		01/27/2021	10255065	02022021	97589	420.80	01/27/2021	INV	PD	SB1186 FEES 7/1/2020 TO 9
CHECK DATE: 02/02/2021										
						868.80				
10748 DOUG & SONS PEST CONTROL										
16676		01/14/2021	10254469	02022021	97590	165.00	01/14/2021	INV	PD	MAIN LIBRARY BAIT STATION
CHECK DATE: 02/02/2021										
16723		01/14/2021	10254659	02022021	97590	45.00	01/14/2021	INV	PD	FIRE STATION 2 BAIT STATI
CHECK DATE: 02/02/2021										
						210.00				
7959 EJ WARD, INC										
0074703		01/14/2021	10254620	02022021	97591	737.64	01/14/2021	INV	PD	FUEL PUMPS HOSE
CHECK DATE: 02/02/2021										
11753 ELUCD, INC										
1068	4721	01/25/2021	10254856	02022021	97592	8,737.50	01/25/2021	INV	PD	Elucd Public Opinion rese
CHECK DATE: 02/02/2021										
1088 EMBROIDME - REDONDO										
e 80241		01/20/2021	10254585	02022021	97593	96.36	01/20/2021	INV	PD	SHIRTS WOLFINGER
CHECK DATE: 02/02/2021										
e 80673		01/20/2021	10254586	02022021	97593	60.12	01/20/2021	INV	PD	CHAPLAIN JACKETS AND HAT
CHECK DATE: 02/02/2021										
						156.48				
1110 ENTENMANN-ROVIN COMPANY										
0153047-IN		07/23/2020	10254673	02022021	97594	1,172.21	01/21/2021	INV	PD	Officer Badges
CHECK DATE: 02/02/2021										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10248 EPAX SYSTEMS, INC.										
27142	5009	01/20/2021	10254552	02022021	97595	1,001.93	01/20/2021	INV	PD	PIER COMPACTOR RENTAL 2-1
CHECK DATE:		02/02/2021								
8822 EXSEL, INC.										
13042RB		01/14/2021	10254441	02022021	97596	246.38	01/14/2021	INV	PD	JLR COIN FRAME
CHECK DATE:		02/02/2021								
1176 FEDERAL EXPRESS CORPORATION										
7-246-25279		01/15/2021	10254607	02022021	97597	55.78	03/01/2021	INV	PD	SHIPPING FOR WARRANTY PAR
CHECK DATE:		02/02/2021								
11960 FHN FINANCIAL MAIN STREET ADVISORS, LLC										
Redondo32		12/31/2020	10254925	02022021	97598	4,500.00	02/19/2021	INV	PD	Investment Advisory Fees
CHECK DATE:		02/02/2021								
10191 FRONTIER										
01062021-5137		01/22/2021	10254775	02022021	97599	23,076.54	01/22/2021	INV	PD	MONTHLY PHONE LINE CHAGRE
CHECK DATE:		02/02/2021								
02082021-5137		01/22/2021	10254776	02022021	97599	22,914.43	01/22/2021	INV	PD	MONTHLY PHONE LINE CHAGRE
CHECK DATE:		02/02/2021								
02082021-4213		01/22/2021	10254777	02022021	97599	94.16	01/22/2021	INV	PD	2 PRIVATE LINE VOICE COND
CHECK DATE:		02/02/2021								
02032021-3640		01/22/2021	10254778	02022021	97599	109.28	01/22/2021	INV	PD	2 DDS SPECIAL ACCESS LINE
CHECK DATE:		02/02/2021								
01282021-1172		01/22/2021	10254779	02022021	97599	2,506.37	01/22/2021	INV	PD	41 BUISNESS LINE-MEASURED
CHECK DATE:		02/02/2021								
02012021-8273		01/22/2021	10254780	02022021	97599	233.44	01/22/2021	INV	PD	3 CENTRANET LINES
CHECK DATE:		02/02/2021								
						48,934.22				
3202 GALE										
72832818		01/06/2021	10254534	02022021	97600	155.18	01/19/2021	INV	PD	BOOKS
CHECK DATE:		02/02/2021								
72833276		01/06/2021	10254535	02022021	97600	59.93	01/19/2021	INV	PD	BOOKS
CHECK DATE:		02/02/2021								
						215.11				
1289 GALLS INCORPORATED										
017313775		01/20/2021	10254588	02022021	97601	227.85	01/20/2021	INV	PD	TACTICAL FLASHLIGHT
CHECK DATE:		02/02/2021								
BC1205638		10/06/2020	10254682	02022021	97601	1,084.61	02/02/2021	INV	PD	MCGRATH UNIFORMS
CHECK DATE:		02/02/2021								
CM017230422		12/17/2020	10254683	02022021	97601	-766.94	02/02/2021	CRM	PD	REF INV BC1205638
CHECK DATE:		02/02/2021								
BC1257127		12/18/2020	10254684	02022021	97601	155.09	02/02/2021	INV	PD	MCGRATH UNIFORMS
CHECK DATE:		02/02/2021								
BC1268855		01/08/2021	10254685	02022021	97601	579.83	02/02/2021	INV	PD	SUPPRESSION UNIFORM

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021 BC1270910		01/12/2021	10254687	02022021	97601	788.48	02/02/2021	INV	PD	MAY UNIFORMS
CHECK DATE: 02/02/2021						2,068.92				
1300 GAS COMPANY, THE										
06964443334-12-11 CHECK DATE: 02/02/2021		01/22/2021	10254757	02022021	97602	6,817.39	01/22/2021	INV	PD	301 ESPLANADE 11-30 THRU
9598 GENERAL INDUSTRIAL TOOL AND SUPPLY										
1183157-01 CHECK DATE: 02/02/2021		01/14/2021	10254462	02022021	97603	318.08	01/14/2021	INV	PD	JIG SAW KIT
3706 GOLDEN STATE WATER										
54719000009010621 CHECK DATE: 02/02/2021		01/14/2021	10254409	02022021	97604	245.57	01/14/2021	INV	PD	54719000009 01/06/21
48470300004-1-13-21 CHECK DATE: 02/02/2021		01/22/2021	10254758	02022021	97604	1,074.99	01/22/2021	INV	PD	INGLEWOOD PKWY LAWDALE
10730 GRUEZO, DANIEL						1,320.56				
01202021Daniel Gruez CHECK DATE: 02/02/2021		01/20/2021	10254686	02022021	97605	75.00	02/02/2021	INV	PD	Warrent request for Danie
7996 HERMOSA AUTO DETAIL										
849895 CHECK DATE: 02/02/2021		01/20/2021	10254589	02022021	97606	150.00	01/20/2021	INV	PD	DETAIL FOR UNIT 646
1505 HOLLYWOOD RIVIERA CAR WASH										
HWRCW123120 CHECK DATE: 02/02/2021		01/14/2021	10254663	02022021	97607	88.44	01/14/2021	INV	PD	CAR VEHICLE CAR WASH DEC
11376 HUNTLEY-FENNER ADVISOR, INC.										
2716 CHECK DATE: 02/02/2021		01/22/2021	10254846	02022021	97608	2,160.00	01/25/2021	INV	PD	10/20 Smith Legal Fees
1547 IMAGERY VIDEO PRODUCTIONS										
1933 5005 CHECK DATE: 02/02/2021		01/04/2021	10254879	02022021	97609	2,430.00	01/25/2021	INV	PD	VIDEO SERVICES FOR MEETIN
1566 INDUSTRIAL LOCK & SECURITY, INC.										
58241 CHECK DATE: 02/02/2021		01/20/2021	10254590	02022021	97610	165.00	01/20/2021	INV	PD	LOBBY DOOR SERVICE
58432 CHECK DATE: 02/02/2021		01/20/2021	10254603	02022021	97610	125.00	01/20/2021	INV	PD	CUBIE LOCKER REPAIR

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8433 INGRAM LIBRARY SERVICES						290.00				
50021649		12/10/2020	10254578	02022021	97611	44.40	01/20/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
50596994		01/07/2021	10254766	02022021	97611	116.65	01/22/2021	INV	PD	BOOKS
CHECK DATE: 02/02/2021										
1619 INTERSTATE BATTERIES OF CALIF COAST, INC						161.05				
130097195		01/14/2021	10254480	02022021	97612	1,410.49	01/14/2021	INV	PD	STOCK CAR BATTERIES
CHECK DATE: 02/02/2021										
12212 INVENTECH MARINE SOLUTIONS										
2032	5130	01/25/2021	10254857	02022021	97613	24,160.99	01/25/2021	INV	PD	Safe Boat Collar
CHECK DATE: 02/02/2021										
2029		01/25/2021	10254860	02022021	97613	1,423.50	01/25/2021	INV	PD	PD Vessel Collar Installa
CHECK DATE: 02/02/2021										
7956 IPS GROUP, INC.						25,584.49				
INV55790		01/04/2021	10254067	02022021	97614	608.80	02/03/2021	INV	PD	METER REPAIR SERVICES
CHECK DATE: 02/02/2021										
INV55876	5029	12/31/2020	10254604	02022021	97614	4,038.06	02/03/2021	INV	PD	IPS Smart Meter Transacti
CHECK DATE: 02/02/2021										
INV56180		01/05/2021	10254605	02022021	97614	405.04	02/04/2021	INV	PD	REPAIR SERVICES & SHIPPIN
CHECK DATE: 02/02/2021										
INV56500		01/13/2021	10254606	02022021	97614	448.67	02/12/2021	INV	PD	REPAIR SERVICES & SHIPPIN
CHECK DATE: 02/02/2021										
12209 J.S. HELD LLC						5,500.57				
1160972		01/22/2021	10254848	02022021	97615	5,324.00	01/25/2021	INV	PD	10/20 Cassidy Legal Fees
CHECK DATE: 02/02/2021										
1695 JUST REWARDS										
2101.002		01/23/2021	10254841	02022021	97616	33.50	01/23/2021	INV	PD	WALMART GIFT CARD
CHECK DATE: 02/02/2021										
1742 KEYSER MARSTON ASSOCIATES INC										
0035163	5172	01/25/2021	10254929	02022021	97617	13,440.00	01/25/2021	INV	PD	AFFORDABLE HOUSING LOW/MO
CHECK DATE: 02/02/2021										
5855 KOSMONT COMPANIES										
8012-123	4816	11/30/2020	10254366	02022021	97618	4,890.60	01/19/2021	INV	PD	REAL ESTATE CONSULTING SE
CHECK DATE: 02/02/2021										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8444 KRONOS										
11702095	5016	01/25/2021	10254872	02022021	97619	1,534.38	01/25/2021	INV	PD	Kronos Monthly Cloud Host
CHECK DATE: 02/02/2021										
10899 LA UNIFORMS										
7383		01/20/2021	10254591	02022021	97620	1,139.39	01/20/2021	INV	PD	BRANDON JOHNSON UNIFORMS
CHECK DATE: 02/02/2021										
7384		01/20/2021	10254592	02022021	97620	1,200.48	01/20/2021	INV	PD	UNIFORMS DELERY
CHECK DATE: 02/02/2021										
						2,339.87				
9936 LARRY WALKER ASSOCIATES										
00531.03-21	3990	01/12/2021	10254913	02022021	97621	4,211.25	02/02/2021	INV	PD	NPDES Permit Compliance C
CHECK DATE: 02/02/2021										
9135 LAW OFFICES OF DAMIAN D. CAPOZZOLA										
20201200-835		01/22/2021	10254832	02022021	97622	851.50	01/25/2021	INV	PD	11/20 B. Granush Legal Fe
CHECK DATE: 02/02/2021										
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
239757		01/22/2021	10254813	02022021	97623	637.50	01/25/2021	INV	PD	10/20 Lehimjdian Legal Fe
CHECK DATE: 02/02/2021										
241168		01/22/2021	10254814	02022021	97623	25.00	01/25/2021	INV	PD	11/20 Lehimjdian Legal Fe
CHECK DATE: 02/02/2021										
241167		01/22/2021	10254815	02022021	97623	37.50	01/25/2021	INV	PD	11/20 Allen Legal Fees
CHECK DATE: 02/02/2021										
239756		01/22/2021	10254816	02022021	97623	23.73	01/25/2021	INV	PD	11/20 Allen Legal Fees
CHECK DATE: 02/02/2021										
239755		01/22/2021	10254817	02022021	97623	2,249.50	01/25/2021	INV	PD	10/20 Arnold Legal Fees
CHECK DATE: 02/02/2021										
241166		01/22/2021	10254818	02022021	97623	710.00	01/25/2021	INV	PD	11/20 Arnold Legal Fees
CHECK DATE: 02/02/2021										
239762		01/22/2021	10254819	02022021	97623	2,837.50	01/25/2021	INV	PD	11/20 C. Garcia (Writ of
CHECK DATE: 02/02/2021										
241173		01/22/2021	10254820	02022021	97623	297.00	01/25/2021	INV	PD	11/20 C. Garcia Legal Fee
CHECK DATE: 02/02/2021										
241172		01/22/2021	10254821	02022021	97623	4,200.00	01/25/2021	INV	PD	11/20 C. Garcia (Writ of
CHECK DATE: 02/02/2021										
241171		01/22/2021	10254822	02022021	97623	4,787.82	01/25/2021	INV	PD	11/20 Johnson Legal Fees
CHECK DATE: 02/02/2021										
239760		01/22/2021	10254823	02022021	97623	4,887.50	01/25/2021	INV	PD	10/20 Johnson Legal Fees
CHECK DATE: 02/02/2021										
243067		01/22/2021	10254824	02022021	97623	237.50	01/25/2021	INV	PD	12/20 Shrum Legal Fees
CHECK DATE: 02/02/2021										
243069		01/22/2021	10254825	02022021	97623	100.00	01/25/2021	INV	PD	12/20 Hennessey's Tavern
CHECK DATE: 02/02/2021										
243066		01/22/2021	10254826	02022021	97623	850.00	01/25/2021	INV	PD	12/20 General Legal Fees
CHECK DATE: 02/02/2021										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12301 LESSER, ALEX						21,880.55				
PERMIT # E-5986		02/12/2019	10254560	02022021	97624	1,583.00	02/02/2021	INV	PD	Refund Permit #E-5986,Rec
CHECK DATE: 02/02/2021										
3515 LEXIPOL LLC										
INVLEX334	5144	12/31/2020	10254689	02022021	97625	32,400.00	02/02/2021	INV	PD	2021 FIRE POLICY FULL IMP
CHECK DATE: 02/02/2021										
INVLEX335	5144	01/04/2021	10254690	02022021	97625	8,880.80	02/02/2021	INV	PD	2021 ANNUAL FIRE POLICY S
CHECK DATE: 02/02/2021										
5953 LEXISNEXIS						41,280.80				
22833366		01/22/2021	10254881	02022021	97626	571.16	01/25/2021	INV	PD	12/20 CA Penal Code 2021
CHECK DATE: 02/02/2021										
23260947		01/22/2021	10254882	02022021	97626	522.27	01/25/2021	INV	PD	12/20 CA Codes 6 IN 2 202
CHECK DATE: 02/02/2021										
12303 LIBIANO, MARK						1,093.43				
PERMIT # E-6362		07/10/2019	10254696	02022021	97627	410.00	02/02/2021	INV	PD	Refund Permit #E-6362,Rec
CHECK DATE: 02/02/2021										
PERMIT # E-5984		02/08/2019	10254563	02022021	97627	583.00	02/02/2021	INV	PD	Refund Permit #E-5984,Rec
CHECK DATE: 02/02/2021										
PERMIT # E-6363		07/10/2019	10254564	02022021	97627	1,000.00	02/02/2021	INV	PD	Refund Permit #E-6363, Re
CHECK DATE: 02/02/2021										
1884 LIEBERT CASSIDY WHITMORE						1,993.00				
1512719		12/31/2020	10254940	02022021	97628	1,110.00	01/26/2021	INV	PD	PROF SVC THRU 12/31/2020
CHECK DATE: 02/02/2021										
1887 LIFE ASSIST, INC.										
1063810		01/05/2021	10254697	02022021	97629	520.35	02/02/2021	INV	PD	PARAMEDIC SUPPLIES
CHECK DATE: 02/02/2021										
1058632		12/15/2020	10254692	02022021	97629	296.00	02/02/2021	INV	PD	PARAMEDIC SUPPLIES
CHECK DATE: 02/02/2021										
1062000		12/29/2020	10254693	02022021	97629	1,525.87	02/02/2021	INV	PD	PARAMEDIC SUPPLIES
CHECK DATE: 02/02/2021										
1064504		01/07/2021	10254694	02022021	97629	56.00	02/02/2021	INV	PD	PARAMEDIC SUPPLIES
CHECK DATE: 02/02/2021										
1063478		01/04/2021	10254695	02022021	97629	3,619.64	02/02/2021	INV	PD	PARAMEDIC SUPPLIES
CHECK DATE: 02/02/2021										
1909 LITTLE COMPANY OF MARY HOSPITAL						6,017.86				
1010143		12/05/2020	10254664	02022021	97630	3,100.00	01/21/2021	INV	PD	sart exam

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021										
11972 LUDWIG, BARRY I, INC.										
111020		01/22/2021	10254852	02022021	97631	3,905.00	01/25/2021	INV	PD	10/20 Cassidy Medical Exp
CHECK DATE: 02/02/2021										
10274 MACKAY METERS, INC.										
1058120	4950	01/25/2021	10254845	02022021	97632	2,782.00	01/25/2021	INV	PD	MacKay Parking Meter Equi
CHECK DATE: 02/02/2021										
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
682459		01/22/2021	10254830	02022021	97633	420.00	01/25/2021	INV	PD	8/20 Padilla Legal Fees
CHECK DATE: 02/02/2021										
692233		01/22/2021	10254831	02022021	97633	1,207.20	01/25/2021	INV	PD	11/20 Padilla Legal Fees
CHECK DATE: 02/02/2021										
						1,627.20				
2084 MCCUNE & HARBER, LLP.										
104086		01/22/2021	10254853	02022021	97634	474.30	01/25/2021	INV	PD	11/20 Perry Legal Fees
CHECK DATE: 02/02/2021										
104085		01/22/2021	10254854	02022021	97634	1,296.00	01/25/2021	INV	PD	11/20 Cassidy Legal Fees
CHECK DATE: 02/02/2021										
104091		01/22/2021	10254855	02022021	97634	1,072.50	01/25/2021	INV	PD	11/20 Losie Legal Fees
CHECK DATE: 02/02/2021										
104084		01/22/2021	10254874	02022021	97634	4,480.10	01/25/2021	INV	PD	11/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
99073-1		01/22/2021	10254859	02022021	97634	4,814.08	01/25/2021	INV	PD	12/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
104087		01/22/2021	10254858	02022021	97634	202.70	01/25/2021	INV	PD	11/20 Gray Legal Fees
CHECK DATE: 02/02/2021										
99418-1		01/22/2021	10254861	02022021	97634	11,718.00	01/25/2021	INV	PD	1/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
99785-1		01/22/2021	10254863	02022021	97634	5,899.50	01/25/2021	INV	PD	2/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
100158-1		01/22/2021	10254864	02022021	97634	8,597.65	01/25/2021	INV	PD	3/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
100533-1		01/22/2021	10254865	02022021	97634	3,714.40	01/25/2021	INV	PD	4/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
100891-1		01/22/2021	10254866	02022021	97634	8,050.00	01/25/2021	INV	PD	5/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
102586-1		01/22/2021	10254867	02022021	97634	3,047.20	01/25/2021	INV	PD	7/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
103358		01/22/2021	10254868	02022021	97634	4,907.90	01/25/2021	INV	PD	9/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
103641		01/22/2021	10254869	02022021	97634	7,109.95	01/25/2021	INV	PD	10/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
102977-1		01/22/2021	10254870	02022021	97634	2,871.90	01/25/2021	INV	PD	8/20 Smith Legal Fees
CHECK DATE: 02/02/2021										
						68,256.18				
2106 MELROY CO., INC.										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
76993		01/19/2021	10254515	02022021	97635	440.00	01/19/2021	INV	PD	CORE DRILLING-HOMELESS SH	
CHECK DATE: 02/02/2021											
11620 MENJIVAR, ARNOLD											
11/9/2020 A		11/09/2020	10254918	02022021	97636	200.00	01/25/2021	INV	PD	FIRE CHIEF OFFICER 3B	
CHECK DATE: 02/02/2021											
11/9/2020 B		11/09/2020	10254920	02022021	97636	300.00	01/25/2021	INV	PD	FIRE CHIEF OFFICER 3C	
CHECK DATE: 02/02/2021											
12/3/2020 A		12/03/2020	10254921	02022021	97636	350.00	01/25/2021	INV	PD	FIRE CHIEF OFFICER A	
CHECK DATE: 02/02/2021											
12/3/2020 B		12/03/2020	10254922	02022021	97636	300.00	01/25/2021	INV	PD	FIRE CHIEF OFFICER 3D	
CHECK DATE: 02/02/2021											
						1,150.00					
2117 MERRIMAC ENERGY GROUP											
2205480	5168	01/21/2021	10254726	02022021	97637	10,930.69	01/21/2021	INV	PD	4,000 GALLONS DIESEL FUEL	
CHECK DATE: 02/02/2021											
4105 MESKARAN, INC											
PERMIT # E-6314		06/14/2019	10254453	02022021	97638	444.00	02/02/2021	INV	PD	Refund Permit #E-6314, Re	
CHECK DATE: 02/02/2021											
PERMIT #E-2020-190		08/13/2020	10254454	02022021	97638	722.00	02/02/2021	INV	PD	Refund Permit #E-2020-190	
CHECK DATE: 02/02/2021											
						1,166.00					
9908 MICHAEL BAKER INTERNATIONAL											
1105871	5149	01/22/2021	10254801	02022021	97639	7,317.50	01/22/2021	INV	PD	ADMIN OF CITY 2020-21 CDB	
CHECK DATE: 02/02/2021											
7177 MICHEL & ASSOCIATES, P.C.											
9310TS		01/22/2021	10254802	02022021	97640	1,160.00	01/25/2021	INV	PD	10/20 BBK Landfill Legal	
CHECK DATE: 02/02/2021											
9421TS		01/22/2021	10254803	02022021	97640	740.00	01/25/2021	INV	PD	11/20 BBK Landfill Legal	
CHECK DATE: 02/02/2021											
9285TS		01/22/2021	10254804	02022021	97640	675.00	01/25/2021	INV	PD	11/20 General Legal Fees	
CHECK DATE: 02/02/2021											
6523QB/9283TS		01/22/2021	10254805	02022021	97640	1,907.20	01/25/2021	INV	PD	10/20 Nunez Legal Fees	
CHECK DATE: 02/02/2021											
6557QB/9392TS		01/22/2021	10254806	02022021	97640	390.20	01/25/2021	INV	PD	11/20 Nunez Legal Fees	
CHECK DATE: 02/02/2021											
6561QB/9389TS		01/22/2021	10254807	02022021	97640	809.85	01/25/2021	INV	PD	11/20 Epple Legal Fees	
CHECK DATE: 02/02/2021											
6559QB/9390TS		01/22/2021	10254808	02022021	97640	2,504.40	01/25/2021	INV	PD	11/20 Haroldson Legal Fee	
CHECK DATE: 02/02/2021											
6560QB/9391TS		01/22/2021	10254810	02022021	97640	2,552.25	01/25/2021	INV	PD	11/20 Magalnic Legal Fees	
CHECK DATE: 02/02/2021											
6558QB/9393TS		01/22/2021	10254811	02022021	97640	1,856.50	01/25/2021	INV	PD	11/20 Quinn Legal Fees	
CHECK DATE: 02/02/2021											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
11365 MINTZ LEVIN						12,595.40				
9115621		01/22/2021	10254827	02022021	97641	97,725.15	01/25/2021	INV	PD	10/20 Breach of Contract
CHECK DATE: 02/02/2021										
9121130		01/22/2021	10254828	02022021	97641	17,105.10	01/25/2021	INV	PD	11/20 Breach of Contract
CHECK DATE: 02/02/2021										
9121132		01/22/2021	10254829	02022021	97641	9,482.10	01/25/2021	INV	PD	11/20 PRA Lawsuit Legal F
CHECK DATE: 02/02/2021										
2172 MOBILE MINI LLC						124,312.35				
9009812724		01/14/2021	10254674	02022021	97642	139.12	01/14/2021	INV	PD	HOMELESS COURT RENTAL 1/1
CHECK DATE: 02/02/2021										
6080 MOFFATT & NICHOL										
00757631	3712	01/19/2021	10254558	02022021	97643	13,250.00	02/02/2021	INV	PD	Municipal&SportFishingTim
CHECK DATE: 02/02/2021										
2232 NATIONAL EMBLEM, INC.										
390942		01/20/2021	10254594	02022021	97644	619.77	01/20/2021	INV	PD	muted patches
CHECK DATE: 02/02/2021										
390956		01/20/2021	10254596	02022021	97644	236.52	01/20/2021	INV	PD	support services rockers
CHECK DATE: 02/02/2021										
390940		01/20/2021	10254597	02022021	97644	336.17	01/20/2021	INV	PD	service specialist rocker
CHECK DATE: 02/02/2021										
390941		01/20/2021	10254598	02022021	97644	336.17	01/20/2021	INV	PD	support services rockers
CHECK DATE: 02/02/2021										
10711 NICHOLS CONSULTING ENGINEERS, CHTD						1,528.63				
910033008	4930	12/18/2020	10254557	02022021	97645	1,725.00	02/02/2021	INV	PD	PavementMgmtSurveyUpdate.
CHECK DATE: 02/02/2021										
4796 OCCU-MED,LTD.										
0221900		12/31/2020	10254791	02022021	97646	192.30	01/22/2021	INV	PD	BACKGROUND C GUTIERREZ 12
CHECK DATE: 02/02/2021										
0221900.2		12/31/2020	10254792	02022021	97647	983.70	01/22/2021	INV	PD	BACKGROUND FERNANDEZ-DAVI
CHECK DATE: 02/02/2021										
10733 OCEAN BLUE ENVIRONMENTAL SERVICES, INC.						1,176.00				
34563	4125	01/14/2021	10254399	02022021	97648	1,436.69	01/14/2021	INV	PD	PROVIDE HAZARDOUS WASTE R
CHECK DATE: 02/02/2021										
2324 OFFICE DEPOT										
148296632001		01/14/2021	10254442	02022021	97649	1.86	01/14/2021	INV	PD	OFFICE SUPPLIES

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021 147170409001		01/13/2021	10254556	02022021	97649	100.58	02/02/2021	INV	PD	Office supplies for Engin
CHECK DATE: 02/02/2021 149379824001		01/20/2021	10254599	02022021	97649	73.97	01/20/2021	INV	PD	office supplies
CHECK DATE: 02/02/2021 135417566001		01/21/2021	10254610	02022021	97649	57.25	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 135416396001		01/21/2021	10254708	02022021	97649	205.31	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 136359502001		01/21/2021	10254709	02022021	97649	80.09	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 137359928001		01/21/2021	10254710	02022021	97649	71.38	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 139390247001		01/21/2021	10254712	02022021	97649	443.37	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 145773466001		01/21/2021	10254713	02022021	97649	36.01	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 145773739001		01/21/2021	10254714	02022021	97649	36.40	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 148122846001		01/21/2021	10254715	02022021	97649	32.17	01/21/2021	INV	PD	OFFICE SUPPLIES FOR CHIEF
CHECK DATE: 02/02/2021 148166973001		01/21/2021	10254716	02022021	97649	443.37	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 148617344001		01/21/2021	10254717	02022021	97649	56.63	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 147922534001		01/21/2021	10254718	02022021	97649	138.86	01/21/2021	INV	PD	OFFICE SUPPLIES FOR RECOR
CHECK DATE: 02/02/2021 137726296001		01/21/2021	10254720	02022021	97649	100.85	01/21/2021	INV	PD	OFFICE SUPPLIES FOR DISPA
CHECK DATE: 02/02/2021 137770677001		01/21/2021	10254721	02022021	97649	77.84	01/21/2021	INV	PD	OFFICE SUPPLIES FOR DISPA
CHECK DATE: 02/02/2021 147085543001		01/05/2021	10254727	02022021	97649	20.75	02/02/2021	INV	PD	OFFICE SUPPLIES 1/4/2021
CHECK DATE: 02/02/2021 147067598001		01/05/2021	10254724	02022021	97649	76.90	02/02/2021	INV	PD	OFFICE SUPPLIES 1/4/2021
CHECK DATE: 02/02/2021 147067598002		01/07/2021	10254725	02022021	97649	16.63	02/02/2021	INV	PD	OFFICE SUPPLIES 1/7/2021
CHECK DATE: 02/02/2021 141535763001		01/22/2021	10254736	02022021	97649	1,037.30	01/22/2021	INV	PD	PAPER
CHECK DATE: 02/02/2021 139046849001		12/03/2020	10254699	02022021	97649	62.22	02/02/2021	INV	PD	OFFICE SUPPLIES
CHECK DATE: 02/02/2021 139046849002		12/04/2020	10254700	02022021	97649	20.40	02/02/2021	INV	PD	OFFICE SUPPLIES
CHECK DATE: 02/02/2021 148410463001		01/13/2021	10254789	02022021	97649	97.91	01/22/2021	INV	PD	OFFICE SUPPLIES 13-JAN-21
CHECK DATE: 02/02/2021 140988554001		01/22/2021	10254836	02022021	97649	62.48	01/25/2021	INV	PD	12/20 Office Supplies
CHECK DATE: 02/02/2021 140993939001		01/22/2021	10254837	02022021	97649	23.67	01/25/2021	INV	PD	12/20 Office Supplies
CHECK DATE: 02/02/2021 143090748001		01/22/2021	10254838	02022021	97649	104.10	01/25/2021	INV	PD	12/20 Office Supplies
CHECK DATE: 02/02/2021 148656429001		01/27/2021	10255059	02022021	97649	7.51	01/27/2021	INV	PD	SELF-INKING DATER
CHECK DATE: 02/02/2021 148624207001		01/27/2021	10255060	02022021	97649	61.73	01/27/2021	INV	PD	STAPLER, SCISSORS, RULER,

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9316 ONWARD ENGINEERING						3,547.54				
5584	5036	01/11/2021	10254424	02022021	97650	6,986.90	02/02/2021	INV	PD	TorranceResurf-PCHtoProsp
CHECK DATE: 02/02/2021										
6476 OVERDRIVE, INC.										
11444	CO21006867	01/07/2021	10254536	02022021	97651	1,085.27	01/19/2021	INV	PD	DOWNLOADABLE MEDIA
CHECK DATE: 02/02/2021										
8881 OVERLAND, PACIFIC, AND CUTLER, INC.										
2012060	3042	12/31/2020	10254425	02022021	97652	97.50	02/02/2021	INV	PD	ArtesiaAviationRtTurnLn.4
CHECK DATE: 02/02/2021										
8697 PAPER ROLL PRODUCTS										
141617		01/14/2021	10254608	02022021	97653	1,910.00	02/13/2021	INV	PD	PAPER PIER PAY STATIONS
CHECK DATE: 02/02/2021										
12236 PERFORMANCE TRUCK REPAIR INC.										
15248	5167	01/20/2021	10254615	02022021	97654	5,608.43	01/20/2021	INV	PD	REPAIRS TO FIRE DEPT. LAD
CHECK DATE: 02/02/2021										
15440		01/20/2021	10254616	02022021	97654	1,996.98	01/20/2021	INV	PD	SERVICE FD. ENGINE 61
CHECK DATE: 02/02/2021						7,605.41				
10521 PLACEWORKS										
74176	3751	12/31/2020	10254723	02022021	97655	8,280.00	02/02/2021	INV	PD	12/2020 GENERAL PLAN UPDA
CHECK DATE: 02/02/2021										
9614 PROVIDENCE HEALTH & SERVICES										
1/5/2021		01/05/2021	10254790	02022021	97656	135.00	01/22/2021	INV	PD	DMV PHYSICAL LUIS OLEA 12
CHECK DATE: 02/02/2021										
12198 PUB CONSTRUCTION, INC.										
Invoice #004	5045	01/12/2021	10254432	02022021	97657	56,249.02	02/02/2021	INV	PD	CCChamberImprvmnts.20560
CHECK DATE: 02/02/2021										
12254 QUALITY LIFE CARE PLANS, INC.										
13624		01/22/2021	10254851	02022021	97658	19,764.00	01/25/2021	INV	PD	10/20 Cassidy Legal Fees
CHECK DATE: 02/02/2021										
2615 RECORDED BOOKS LLC										
76718937		01/15/2021	10254537	02022021	97659	101.66	01/19/2021	INV	PD	ELECTRONIC RESOURCES
CHECK DATE: 02/02/2021										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
11255 RED SECURITY GROUP, LLC										
69345		01/19/2021	10254538	02022021	97660	535.24	01/19/2021	INV	PD	Re key exterior doors -hi
CHECK DATE:		02/02/2021								
2685 RICHARDS, WATSON & GERSHON										
230189		01/22/2021	10254898	02022021	97661	390.00	01/25/2021	INV	PD	12/20 COVID-19 Emergency
CHECK DATE:		02/02/2021								
230187		01/22/2021	10254899	02022021	97661	494.00	01/25/2021	INV	PD	12/20 Heritage Pointe Sen
CHECK DATE:		02/02/2021								
230185(B)		01/22/2021	10254900	02022021	97661	3,406.00	01/25/2021	INV	PD	12/20 Muni Code/City Char
CHECK DATE:		02/02/2021								
230184		01/22/2021	10254901	02022021	97661	2,496.00	01/25/2021	INV	PD	12/20 Utility Users Tax
CHECK DATE:		02/02/2021								
230182		01/22/2021	10254902	02022021	97661	156.00	01/25/2021	INV	PD	12/20 NPDES Seaside Lago
CHECK DATE:		02/02/2021								
230180		01/22/2021	10254903	02022021	97661	10,084.00	01/25/2021	INV	PD	12/20 Issues Relating to
CHECK DATE:		02/02/2021								
230188		01/19/2021	10254910	02022021	97661	1,170.00	02/02/2021	INV	PD	3615 Inglewood Ave Proper
CHECK DATE:		02/02/2021								
230186		01/19/2021	10254911	02022021	97661	2,834.00	02/02/2021	INV	PD	R6900-1055 Eminent Domain
CHECK DATE:		02/02/2021								
230191		01/19/2021	10254912	02022021	97661	624.00	02/02/2021	INV	PD	R6900-1069 PCH Study Arte
CHECK DATE:		02/02/2021								
230181		01/22/2021	10254887	02022021	97661	806.00	01/25/2021	INV	PD	12/20 Pipeline Franchise
CHECK DATE:		02/02/2021								
230183		01/22/2021	10254893	02022021	97661	156.00	01/25/2021	INV	PD	12/20 Marine Avenue Proje
CHECK DATE:		02/02/2021								
230185(A)		01/22/2021	10254894	02022021	97661	160.00	01/25/2021	INV	PD	12/20 Muni Code/City Char
CHECK DATE:		02/02/2021								
230190		01/22/2021	10254895	02022021	97661	32,622.60	01/25/2021	INV	PD	12/20 CEQA Challenge Agai
CHECK DATE:		02/02/2021								
						55,398.60				
2709 ROBERT SKEELS COMPANY										
21-17501		01/14/2021	10254626	02022021	97662	436.40	01/14/2021	INV	PD	PADLOCKS
CHECK DATE:		02/02/2021								
4755 ROSS, RICHARD										
10/6/20		10/06/2020	10254944	02022021	97663	324.00	01/26/2021	INV	PD	TEAM PLAN READING 2020
CHECK DATE:		02/02/2021								
10401 ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.										
11588289		12/24/2020	10254583	02022021	97664	216.02	01/20/2021	INV	PD	BOOKS
CHECK DATE:		02/02/2021								
11592243		12/30/2020	10254581	02022021	97664	210.05	01/20/2021	INV	PD	BOOKS
CHECK DATE:		02/02/2021								
						426.07				
2760 RUSHER AIR CONDITIONING										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2083027		01/14/2021	10254482	02022021	97665	200.00	01/14/2021	INV	PD	FIRE #1 MAINTENANCE
CHECK DATE: 02/02/2021										
2083026		01/14/2021	10254483	02022021	97665	205.00	01/14/2021	INV	PD	CITY PW YARD MAINTENANCE
CHECK DATE: 02/02/2021										
2765 RYDIN DECAL						405.00				
374114		01/15/2021	10254487	02022021	97666	815.00	01/15/2021	INV	PD	DECALS
CHECK DATE: 02/02/2021										
11552 SABERI & ASSOCIATES, INC.										
J21-1-555A	5166	12/15/2020	10254729	02022021	97667	700.00	02/02/2021	INV	PD	On-Call.ReferencePO2019-4
CHECK DATE: 02/02/2021										
J20-9-547D	4837	01/15/2021	10254731	02022021	97667	3,486.25	02/02/2021	INV	PD	TransitCntr.Design&Constr
CHECK DATE: 02/02/2021										
2791 SALVATION ARMY						4,186.25				
01142021		01/21/2021	10254613	02022021	97668	1,994.77	01/21/2021	INV	PD	CDBG - OCT 2020 - DEC 202
CHECK DATE: 02/02/2021										
3031 SC FUELS										
4520343	5169	01/22/2021	10254728	02022021	97669	20,869.16	01/22/2021	INV	PD	FUEL FOR CITY YARD TANKS
CHECK DATE: 02/02/2021										
6612 SEEDS OF JOY VILLAGE, INC.										
57249JAN2021		01/14/2021	10254457	02022021	97670	2,555.00	01/14/2021	INV	PD	JAN2021 57249 SEEDS OF JO
CHECK DATE: 02/02/2021										
11774 SHAFER, MARIA										
2021-053 PUBLIC WORK		01/01/2021	10254876	02022021	97671	148.75	01/25/2021	INV	PD	REDONDO BEACH PUBLIC WORK
CHECK DATE: 02/02/2021										
8622 SHOETERIA										
0014942-IN		01/19/2021	10254521	02022021	97672	349.83	01/19/2021	INV	PD	SAFETY BOOTS-CARLOS GONZA
CHECK DATE: 02/02/2021										
0014941-IN		01/19/2021	10254519	02022021	97672	320.27	01/19/2021	INV	PD	SAFETY BOOTS-VINCENT NIEL
CHECK DATE: 02/02/2021										
0015173-IN		01/20/2021	10254618	02022021	97672	344.90	01/20/2021	INV	PD	VICTOR MURO SAFETY BOOTS
CHECK DATE: 02/02/2021										
0015172-IN		01/20/2021	10254619	02022021	97672	350.00	01/20/2021	INV	PD	FERNANDO CASIMIRO SAFETY
CHECK DATE: 02/02/2021										
9823 SHRED-IT USA LLC						1,365.00				
8181159128	5055	12/31/2020	10254890	02022021	97673	265.56	01/25/2021	INV	PD	PAPER SHREDDING SERVICE-
CHECK DATE: 02/02/2021										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
11796 SIEMENS MOBILITY											
5610253530	5090	01/19/2021	10254516	02022021	97674	1,873.00	01/19/2021	INV	PD	SIGNALIZED INTERSECTIONS/	
CHECK DATE: 02/02/2021											
5620030954	4766	01/19/2021	10254517	02022021	97674	709.80	01/19/2021	INV	PD	TRAFFIC SIGNAL RESPONSE C	
CHECK DATE: 02/02/2021											
						2,582.80					
8931 SIGNAL ATTORNEY SERVICE, INC.											
011521		01/22/2021	10254835	02022021	97675	90.00	01/25/2021	INV	PD	Services Rendered From 01	
CHECK DATE: 02/02/2021											
10629 SITEONE LANDSCAPE SUPPLY											
105423404-001		01/14/2021	10254625	02022021	97676	340.59	01/14/2021	INV	PD	PARKS SEED BLEND	
CHECK DATE: 02/02/2021											
2973 SOUTH BAY CENTER DISPUTE RESOLUTION											
123120		01/22/2021	10254883	02022021	97677	2,550.00	01/25/2021	INV	PD	12/20 SB Dispute Resoluti	
CHECK DATE: 02/02/2021											
2986 SOUTH BAY FAMILY HEALTHCARE CENTER											
10012020		01/19/2021	10254547	02022021	97678	1,250.00	01/19/2021	INV	PD	CDBG - OCT 2020 EXPENDITU	
CHECK DATE: 02/02/2021											
11012020		01/19/2021	10254548	02022021	97678	1,250.00	01/19/2021	INV	PD	CDBG - NOV 2020 EXPENDITU	
CHECK DATE: 02/02/2021											
12012020		01/19/2021	10254549	02022021	97678	1,250.00	01/19/2021	INV	PD	CDBG - DEC 2020 EXPENDITU	
CHECK DATE: 02/02/2021											
						3,750.00					
10381 SOUTH BAY FIRE, INC.											
175826		01/14/2021	10254468	02022021	97679	183.59	01/14/2021	INV	PD	FIRE STATION #3 5 YEAR HY	
CHECK DATE: 02/02/2021											
11210 SOUTH BAY FLEET SPECIALIST											
20439		01/14/2021	10254397	02022021	97680	195.00	01/14/2021	INV	PD	WO674 REPAIR LEFT FRONT D	
CHECK DATE: 02/02/2021											
2990 SOUTH BAY FORD											
314553		01/14/2021	10254398	02022021	97681	530.40	01/14/2021	INV	PD	WO345 DOOR MIRROR	
CHECK DATE: 02/02/2021											
315372		01/14/2021	10254621	02022021	97681	219.90	01/14/2021	INV	PD	WO655-16 BRACKETS	
CHECK DATE: 02/02/2021											
						750.30					
2999 SOUTH BAY SHELL											
SBSHELLCW1220		01/14/2021	10254484	02022021	97682	440.00	01/14/2021	INV	PD	CITY VEHICLE CAR WASH DEC	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021										
3016 SOUTHERN CALIFORNIA EDISON										
2390525343010621		01/14/2021	10254412	02022021	97683	2,425.98	01/14/2021	INV	PD	2390525343 01/06/21
CHECK DATE: 02/02/2021										
2390525392010621		01/14/2021	10254413	02022021	97683	46,295.88	01/14/2021	INV	PD	2390525392 01/06/21
CHECK DATE: 02/02/2021										
2390525335121720		01/14/2021	10254414	02022021	97683	7,383.37	01/14/2021	INV	PD	2390525335 12/17/20
CHECK DATE: 02/02/2021										
2390525319122120		01/14/2021	10254415	02022021	97683	1,370.96	01/14/2021	INV	PD	2390525319 12/21/20
CHECK DATE: 02/02/2021										
2390525327121720		01/14/2021	10254416	02022021	97683	592.28	01/14/2021	INV	PD	2390525327 12/17/20
CHECK DATE: 02/02/2021										
2390525293010621		01/14/2021	10254417	02022021	97683	2,264.99	01/14/2021	INV	PD	2390525293 01/06/21
CHECK DATE: 02/02/2021										
2390412872010221		01/14/2021	10254418	02022021	97683	1,343.20	01/14/2021	INV	PD	2390412872 01/02/21
CHECK DATE: 02/02/2021										
2390502888010221		01/14/2021	10254419	02022021	97683	381.39	01/14/2021	INV	PD	2390502888 01/02/21
CHECK DATE: 02/02/2021										
2390504033010221		01/14/2021	10254420	02022021	97683	567.16	01/14/2021	INV	PD	2390504033 01/02/21
CHECK DATE: 02/02/2021										
2390411593010221		01/14/2021	10254421	02022021	97683	230.31	01/14/2021	INV	PD	2390411593 01/02/21
CHECK DATE: 02/02/2021										
2405746876121720		01/14/2021	10254422	02022021	97683	390.21	01/14/2021	INV	PD	2405746876 12/17/20
CHECK DATE: 02/02/2021										
2390414100121720		01/14/2021	10254423	02022021	97683	52,004.30	01/14/2021	INV	PD	2390414100 12/17/20
CHECK DATE: 02/02/2021										
2-40-574-6876-1-16-2		01/22/2021	10254754	02022021	97683	368.46	01/22/2021	INV	PD	205 YACHT CLUB WAY
CHECK DATE: 02/02/2021										
2-39-041-4100-1-16-2		01/22/2021	10254755	02022021	97683	50,560.86	01/22/2021	INV	PD	HARBOR/BERYL -DEC 2020
CHECK DATE: 02/02/2021										
						166,179.35				
3070 STANDARD INSURANCE										
JANUARY 2021		01/01/2021	10254943	02022021	97684	9,906.25	01/26/2021	INV	PD	JAN 2021 EAP, BASIC LIFE,
CHECK DATE: 02/02/2021										
10526 STOTZ EQUIPMENT										
P33127		01/14/2021	10254495	02022021	97685	222.39	01/14/2021	INV	PD	WO267 CHARGER HARNESS
CHECK DATE: 02/02/2021										
12237 SUEZ WTS SERVICES USA, INC.										
900682101		12/01/2020	10254701	02022021	97686	168.63	02/02/2021	INV	PD	FS1 DI RENTAL
CHECK DATE: 02/02/2021										
900693507		12/08/2020	10254702	02022021	97686	105.12	02/02/2021	INV	PD	FS1 DI EXCHANGE
CHECK DATE: 02/02/2021										
900699799		12/11/2020	10254703	02022021	97686	210.24	02/02/2021	INV	PD	FS2 DI EXCHANGE
CHECK DATE: 02/02/2021										
900727773		12/30/2020	10254704	02022021	97686	105.12	02/02/2021	INV	PD	FS2 DI EXCHANGE
CHECK DATE: 02/02/2021										
900738091		01/07/2021	10254705	02022021	97686	168.63	02/02/2021	INV	PD	FS1 DI RENTAL

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021										
12287 SUNSHINE 11, LP						757.74				
02262021		01/26/2021	10254945	02022021	97687	5,250.00	01/26/2021	INV	PD	WILMINGTON HOUSING - RENT
CHECK DATE: 02/02/2021										
12179 TEAM ONE NETWORKING										
19647A		01/22/2021	10254739	02022021	97688	875.00	01/22/2021	INV	PD	MRC-MONTHLY RECURRING CHA
CHECK DATE: 02/02/2021										
19660A		01/22/2021	10254740	02022021	97688	875.00	01/22/2021	INV	PD	MRC-MONTHLY RECURRING CHA
CHECK DATE: 02/02/2021						1,750.00				
10837 THE FELDHAKE LAW FIRM										
54732		01/22/2021	10254834	02022021	97689	2,653.55	01/25/2021	INV	PD	12/20 ICRMA Legal Fees
CHECK DATE: 02/02/2021										
9019 THOMSON REUTERS - WEST										
843678867		01/22/2021	10254839	02022021	97690	994.27	01/25/2021	INV	PD	1/21 Monthly Charges
CHECK DATE: 02/02/2021										
841130357		01/22/2021	10254904	02022021	97690	974.79	01/25/2021	INV	PD	10/19 Library Plan Charge
CHECK DATE: 02/02/2021										
840992795		01/22/2021	10254905	02022021	97690	974.79	01/25/2021	INV	PD	9/19 Library Plan Charges
CHECK DATE: 02/02/2021										
842996885		01/22/2021	10254906	02022021	97690	994.27	01/25/2021	INV	PD	9/20 Library Plan Charges
CHECK DATE: 02/02/2021										
843172558		01/22/2021	10254907	02022021	97690	994.27	01/25/2021	INV	PD	10/20 Library Plan Charge
CHECK DATE: 02/02/2021										
843505831		01/22/2021	10254908	02022021	97690	1,660.03	01/25/2021	INV	PD	12/20 Library Plan/Subscr
CHECK DATE: 02/02/2021										
6129862234		01/22/2021	10254909	02022021	97690	166.55	01/25/2021	INV	PD	8/19 CA Drunk Driving Def
CHECK DATE: 02/02/2021						6,758.97				
71 TIME WARNER CABLE										
0004790010621		01/22/2021	10254749	02022021	97691	5,578.55	01/22/2021	INV	PD	FIBER INTERNET 2GBPS
CHECK DATE: 02/02/2021										
0526211122720		01/22/2021	10254750	02022021	97691	3,512.25	01/22/2021	INV	PD	FIBER INTERNET 2GBPS
CHECK DATE: 02/02/2021										
0679747010121		01/22/2021	10254751	02022021	97691	420.00	01/22/2021	INV	PD	DARK FIBER
CHECK DATE: 02/02/2021										
0962656122520		01/22/2021	10254752	02022021	97691	275.26	01/22/2021	INV	PD	ETHERNET INTRASTATE
CHECK DATE: 02/02/2021										
0106477011321		01/14/2021	10254676	02022021	97691	128.60	01/14/2021	INV	PD	CABLE TV PW YARD 1/13-1/1
CHECK DATE: 02/02/2021						9,914.66				
3225 TORRANCE AUTO PARTS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
22801220		01/14/2021	10254489	02022021	97692	4,028.29	01/14/2021	INV	PD	CITY VEHICLE CAR PARTS DE
CHECK DATE: 02/02/2021										
7130 TORRANCE AUTO REPAIR										
0166728		01/14/2021	10254496	02022021	97693	99.95	01/14/2021	INV	PD	W0678 ALIGNMENT
CHECK DATE: 02/02/2021										
3227 TORRANCE MEMORIAL MEDICAL CENTER										
2229773		12/16/2020	10254786	02022021	97694	463.00	01/22/2021	INV	PD	WC/FIRST AID DANIEL BISSE
CHECK DATE: 02/02/2021										
3718676		12/23/2020	10254787	02022021	97695	3,309.00	01/22/2021	INV	PD	WC/FIRST AID LUIS OLEA 5/
CHECK DATE: 02/02/2021										
						3,772.00				
12299 TREE OF LIFE NURSERY										
70610	5170	01/06/2021	10254734	02022021	97696	8,588.21	02/02/2021	INV	PD	wildernessParkPlantProjec
CHECK DATE: 02/02/2021										
10484 TRITECH SOFTWARE SYSTEMS										
304158		01/25/2021	10254873	02022021	97697	1,458.61	01/25/2021	INV	PD	Crimemapping Annual Subsc
CHECK DATE: 02/02/2021										
3273 U.S. ARMOR CORPORATION										
31168		01/20/2021	10254600	02022021	97698	851.95	01/20/2021	INV	PD	vest michael delery
CHECK DATE: 02/02/2021										
31201		01/20/2021	10254601	02022021	97698	851.95	01/20/2021	INV	PD	vest brandon johnson
CHECK DATE: 02/02/2021										
						1,703.90				
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
027012222020		12/22/2020	10254611	02022021	97699	95.00	02/02/2021	INV	PD	L PORTOLESE 12/2020 CAL C
CHECK DATE: 02/02/2021										
624312222020		12/22/2020	10254612	02022021	97699	60.00	02/02/2021	INV	PD	M ROSS 12/2020 CAL CARD
CHECK DATE: 02/02/2021										
12222020-3861		01/22/2021	10254732	02022021	97699	224.99	01/22/2021	INV	PD	CALCARD CHRIS BENSON(3861
CHECK DATE: 02/02/2021										
12222020-1945		01/22/2021	10254733	02022021	97699	1,045.83	01/22/2021	INV	PD	CALCARD MATT RUHLAND(1945
CHECK DATE: 02/02/2021										
9694122220		12/22/2020	10254499	02022021	97699	76.64	02/02/2021	INV	PD	12/20 BELLANTE CALCARD
CHECK DATE: 02/02/2021										
1615122220		12/22/2020	10254500	02022021	97699	23.97	02/02/2021	INV	PD	12/20 BOSTER CALCARD
CHECK DATE: 02/02/2021										
6273122220		12/22/2020	10254501	02022021	97699	1,426.45	02/02/2021	INV	PD	12/20 CONARD CALCARD
CHECK DATE: 02/02/2021										
0588122220		12/22/2020	10254502	02022021	97699	346.32	02/02/2021	INV	PD	12/20 DAILEY CALCARD
CHECK DATE: 02/02/2021										
1092122220		12/22/2020	10254503	02022021	97699	735.72	02/02/2021	INV	PD	12/20 HUIZAR CALCARD
CHECK DATE: 02/02/2021										
3290122220		12/22/2020	10254504	02022021	97699	433.17	02/02/2021	INV	PD	12/20 LUBBA CALCARD

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021										
6026122220		12/22/2020	10254505	02022021	97699	7.98	02/02/2021	INV	PD	12/20 LORENSON CALCARD
CHECK DATE: 02/02/2021										
5708122220		12/22/2020	10254506	02022021	97699	1,124.57	02/02/2021	INV	PD	12/20 MAY CALCARD
CHECK DATE: 02/02/2021										
3686122220		12/22/2020	10254507	02022021	97699	286.61	02/02/2021	INV	PD	12/20 REGAN CALCARD
CHECK DATE: 02/02/2021										
5479122220		12/22/2020	10254508	02022021	97699	211.64	02/02/2021	INV	PD	12/20 YAMAMOTO CALCARD
CHECK DATE: 02/02/2021										
7933122220		12/22/2020	10254509	02022021	97699	1,000.00	02/02/2021	INV	PD	12/20 YANG CALCARD
CHECK DATE: 02/02/2021										
7775-12-22-2020		01/13/2021	10254510	02022021	97699	4,536.10	01/13/2021	INV	PD	CALCARD Morales December
CHECK DATE: 02/02/2021										
6714-12-22-2020		01/13/2021	10254512	02022021	97699	2,650.71	01/13/2021	INV	PD	CALCARD Temprano December
CHECK DATE: 02/02/2021										
1580122220		01/10/2021	10254513	02022021	97699	2,400.74	01/10/2021	INV	PD	CAL CARD - D. HERNANDEZ J
CHECK DATE: 02/02/2021										
7952122220		01/10/2021	10254456	02022021	97699	1,113.98	01/10/2021	INV	PD	CAL CARD - R. LACY
CHECK DATE: 02/02/2021										
2870-12-22-2020		01/13/2021	10254458	02022021	97699	710.77	01/13/2021	INV	PD	CALCARD Prestia December
CHECK DATE: 02/02/2021										
7096-12-22-2020		01/13/2021	10254459	02022021	97699	493.61	01/13/2021	INV	PD	CALCARD Valdivia December
CHECK DATE: 02/02/2021										
122220-9371		12/22/2020	10254554	02022021	97699	10.43	01/20/2021	INV	PD	VICKIE KRONEBERGER- ELECT
CHECK DATE: 02/02/2021										
122220-7739		12/22/2020	10254555	02022021	97699	122.57	01/20/2021	INV	PD	ELEANOR MANZANO - ELECTIO
CHECK DATE: 02/02/2021										
1017122220		01/10/2021	10254427	02022021	97699	253.05	01/10/2021	INV	PD	CAL CARD - A. SILVA
CHECK DATE: 02/02/2021										
4608122220		01/10/2021	10254428	02022021	97699	2,000.71	01/10/2021	INV	PD	CAL CARD - A. GODINEZ
CHECK DATE: 02/02/2021										
6390122220		01/10/2021	10254429	02022021	97699	1,018.43	01/10/2021	INV	PD	CAL CARD - M. PACHECO
CHECK DATE: 02/02/2021										
6366122220		01/10/2021	10254430	02022021	97699	1,357.32	01/10/2021	INV	PD	CAL CARD - B. WHISLER
CHECK DATE: 02/02/2021										
8996122220		01/10/2021	10254431	02022021	97699	1,687.55	01/10/2021	INV	PD	CAL CARD - J. CARRILLO
CHECK DATE: 02/02/2021										
7663122220		01/10/2021	10254433	02022021	97699	275.06	01/10/2021	INV	PD	CAL CARD - J. ORTEGA
CHECK DATE: 02/02/2021										
8109122220		01/10/2021	10254434	02022021	97699	2,916.03	01/10/2021	INV	PD	CAL CARD - P. WELLS
CHECK DATE: 02/02/2021										
321502022021		12/22/2020	10254436	02022021	97699	1,459.89	01/19/2021	INV	PD	C ANTOS CC 12-22-20
CHECK DATE: 02/02/2021										
9234122220		01/10/2021	10254437	02022021	97699	209.00	01/10/2021	INV	PD	CAL CARD - M. KASSE
CHECK DATE: 02/02/2021										
1857122220		01/14/2021	10254438	02022021	97699	-399.00	01/14/2021	CRM	PD	RMICHEL CALCARD 122020
CHECK DATE: 02/02/2021										
3471122220		01/10/2021	10254439	02022021	97699	958.88	01/10/2021	INV	PD	CAL CARD - V. MURO
CHECK DATE: 02/02/2021										
5074122220		01/10/2021	10254440	02022021	97699	1,197.94	01/10/2021	INV	PD	CAL CARD - C. YOUNG
CHECK DATE: 02/02/2021										
9002122220		01/10/2021	10254443	02022021	97699	1,169.54	01/10/2021	INV	PD	CAL CARD - J. OLGUIN
CHECK DATE: 02/02/2021										
1922122220		01/10/2021	10254444	02022021	97699	345.95	01/10/2021	INV	PD	CAL CARD - A. MARTINEZ
CHECK DATE: 02/02/2021										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9819122220		01/10/2021	10254445	02022021	97699	65.22	01/10/2021	INV	PD	CAL CARD - E. MAGANA
CHECK DATE: 02/02/2021										
8547122220		01/10/2021	10254446	02022021	97699	33.01	01/10/2021	INV	PD	CAL CARD - K. KURIKI
CHECK DATE: 02/02/2021										
2602122220		01/10/2021	10254447	02022021	97699	3,116.58	01/10/2021	INV	PD	CAL CARD - R. RIVERA
CHECK DATE: 02/02/2021										
5238122220		01/10/2021	10254448	02022021	97699	112.31	01/10/2021	INV	PD	CAL CARD - J. MOORE
CHECK DATE: 02/02/2021										
8034122220		01/10/2021	10254449	02022021	97699	1,042.83	01/10/2021	INV	PD	CAL CARD - H. SHELTON
CHECK DATE: 02/02/2021										
3747122220		01/10/2021	10254450	02022021	97699	3,287.72	01/10/2021	INV	PD	CAL CARD - M. KLEIN
CHECK DATE: 02/02/2021										
6707122220		01/10/2021	10254452	02022021	97699	29.55	01/10/2021	INV	PD	CAL CARD - H. SHORT
CHECK DATE: 02/02/2021										
263112222020		01/10/2021	10254266	02022021	97699	1,214.74	01/10/2021	INV	PD	CAL CARD - DEC. 2020 - G.
CHECK DATE: 02/02/2021										
368912222020		01/04/2021	10253932	02022021	97699	2,760.44	01/04/2021	INV	PD	JACK MEYER CAL CARD -12/2
CHECK DATE: 02/02/2021										
621302022021		12/22/2020	10254404	02022021	97699	29.98	01/19/2021	INV	PD	
CHECK DATE: 02/02/2021										
8888-122220		01/12/2021	10254338	02022021	97699	2,542.64	01/19/2021	INV	PD	12/20 J. Espinoza Cal Car
CHECK DATE: 02/02/2021										
9345-122220		01/12/2021	10254339	02022021	97699	527.88	01/19/2021	INV	PD	12/20 C. Shin Cal Card
CHECK DATE: 02/02/2021										
6543-122220		01/12/2021	10254340	02022021	97699	1,238.20	01/19/2021	INV	PD	12/20 M. Webb Cal Card
CHECK DATE: 02/02/2021										
9360-122220		01/12/2021	10254341	02022021	97699	629.35	01/19/2021	INV	PD	12/20 C. Park Cal Card
CHECK DATE: 02/02/2021										
3406-122220		01/12/2021	10254342	02022021	97699	527.88	01/19/2021	INV	PD	12/20 J. Martins Cal Card
CHECK DATE: 02/02/2021										
752012222020		01/12/2021	10254353	02022021	97699	14.21	01/12/2021	INV	PD	LIBRARY - VILHAUER
CHECK DATE: 02/02/2021										
7390122220		01/10/2021	10254368	02022021	97699	22,288.49	01/10/2021	INV	PD	CAL CARD -DEC. 2020 - F.
CHECK DATE: 02/02/2021										
5885		01/13/2021	10254369	02022021	97699	192.76	01/13/2021	INV	PD	PHONE/INTERNET SVC-PERRY/
CHECK DATE: 02/02/2021										
5897122220		01/10/2021	10254370	02022021	97699	1,086.09	01/10/2021	INV	PD	CAL CARD - DEC 2020 - C.
CHECK DATE: 02/02/2021										
0304122220		01/10/2021	10254371	02022021	97699	2,907.25	01/10/2021	INV	PD	CAL CARD - DEC 2020 - J.
CHECK DATE: 02/02/2021										
2825122220		01/10/2021	10254372	02022021	97699	923.34	01/10/2021	INV	PD	CAL CARD - DEC. 2020 T
CHECK DATE: 02/02/2021										
7531122220		01/10/2021	10254375	02022021	97699	429.61	01/10/2021	INV	PD	CAL CARD - J. GALBEZ
CHECK DATE: 02/02/2021										
4602122220		01/10/2021	10254376	02022021	97699	116.35	01/10/2021	INV	PD	CAL CARD - J. REYES
CHECK DATE: 02/02/2021										
5704-12-22-2020		01/13/2021	10254378	02022021	97699	15,600.00	01/13/2021	INV	PD	CALCARD Kauffman December
CHECK DATE: 02/02/2021										
7166-12-22-2020		01/13/2021	10254380	02022021	97699	509.79	01/13/2021	INV	PD	CALCARD Carlborg December
CHECK DATE: 02/02/2021										
1701-12-22-2020		01/13/2021	10254381	02022021	97699	28.54	01/13/2021	INV	PD	CALCARD Evelo December 20
CHECK DATE: 02/02/2021										
1402-12-22-2020		01/13/2021	10254382	02022021	97699	29.14	01/13/2021	INV	PD	CALCARD Stevens December
CHECK DATE: 02/02/2021										
3209-12-22-2020		01/13/2021	10254383	02022021	97699	4,217.13	01/13/2021	INV	PD	CALCARD Kochheim December

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/02/2021										
6749-12-22-2020		01/13/2021	10254384	02022021	97699	15.31	01/13/2021	INV	PD	CALCARD Windman December
CHECK DATE: 02/02/2021										
7283-12-22-2020		01/13/2021	10254385	02022021	97699	70.18	01/13/2021	INV	PD	CALCARD Plugge December 2
CHECK DATE: 02/02/2021										
7106-12-22-2020		01/13/2021	10254386	02022021	97699	127.48	01/13/2021	INV	PD	CALCARD Rose December 202
CHECK DATE: 02/02/2021										
9670-12-22-2020		01/13/2021	10254387	02022021	97699	2,077.11	01/13/2021	INV	PD	CALCARD Lewis December 20
CHECK DATE: 02/02/2021										
1918-12-22-2020		01/13/2021	10254388	02022021	97699	40.49	01/13/2021	INV	PD	CALCARD Naylor December 2
CHECK DATE: 02/02/2021										
5029-12-22-2020		01/13/2021	10254389	02022021	97699	1,123.28	01/13/2021	INV	PD	CALCARD Manley December 2
CHECK DATE: 02/02/2021										
9917-12-22-2020		01/13/2021	10254390	02022021	97699	49.54	01/13/2021	INV	PD	CALCARD Lofstrom December
CHECK DATE: 02/02/2021										
2086-12-22-2020		01/13/2021	10254391	02022021	97699	317.99	01/13/2021	INV	PD	CALCARD Martinez December
CHECK DATE: 02/02/2021										
3439-12-22-2020		01/13/2021	10254392	02022021	97699	1,101.08	01/13/2021	INV	PD	CALCARD Dyberg December 2
CHECK DATE: 02/02/2021										
2512-12-22-2020		01/13/2021	10254394	02022021	97699	975.78	01/13/2021	INV	PD	CALCARD Gonzalez December
CHECK DATE: 02/02/2021										
7820122220		12/22/2020	10254785	02022021	97699	115.19	01/22/2021	INV	PD	CAL-CARD FSD RNORMAN 12-2
CHECK DATE: 02/02/2021										
7447-12222020		01/26/2021	10254942	02022021	97699	395.00	01/26/2021	INV	PD	GOVERNMENT TAX SEMINARS L
CHECK DATE: 02/02/2021										
880712222020		01/26/2021	10254931	02022021	97699	149.90	01/26/2021	INV	PD	ZOOM Subscription (CARES
CHECK DATE: 02/02/2021										
1222209007		01/26/2021	10254932	02022021	97699	269.69	01/26/2021	INV	PD	EMILYE ABKENAR CALCARD
CHECK DATE: 02/02/2021										
1222208596		01/26/2021	10254933	02022021	97699	48.40	01/26/2021	INV	PD	JOHN YORK'S CALCARD 12222
CHECK DATE: 02/02/2021										
1222203096		01/26/2021	10254935	02022021	97699	570.42	01/26/2021	INV	PD	SHANNON SNEED CALCARD 122
CHECK DATE: 02/02/2021										
122220		01/26/2021	10254937	02022021	97699	1,023.76	01/26/2021	INV	PD	TAYLOR CIANO CALCARD
CHECK DATE: 02/02/2021										
1566-12-22-2020		01/13/2021	10254938	02022021	97699	126.05	01/13/2021	INV	PD	CALCARD Havrilchak Decemb
CHECK DATE: 02/02/2021										
373212222020		01/25/2021	10254919	02022021	97699	13.91	01/25/2021	INV	PD	CHRISTENSENCALCARD 6732 1
CHECK DATE: 02/02/2021										
759812222020		01/25/2021	10254923	02022021	97699	2,730.48	01/25/2021	INV	PD	SAILING INSTRUCTOR CERTS
CHECK DATE: 02/02/2021										
302712222020		01/25/2021	10254924	02022021	97699	33.99	01/25/2021	INV	PD	AGUIRRECALCARD 3027 12222
CHECK DATE: 02/02/2021										
5145 U.S. POSTMASTER						110,464.21				
01202021		01/27/2021	10255062	02022021	97700	10,000.00	01/27/2021	INV	PD	BRM PERMIT #363
CHECK DATE: 02/02/2021										
3290 UNION BANK OF CALIFORNIA										
1245948		01/15/2021	10254926	02022021	97701	2,928.00	02/19/2021	INV	PD	INVESTMENT TRUST ACCOUNT
CHECK DATE: 02/02/2021										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3300 UNITED PARCEL SERVICE										
0000889114031		01/27/2021	10255064	02022021	97702	130.00	01/27/2021	INV	PD	POSTAGE
CHECK DATE: 02/02/2021										
11094 VERITEXT										
CA4580818		01/22/2021	10254843	02022021	97703	2,224.61	01/25/2021	INV	PD	9/20 Gray Court Reporter
CHECK DATE: 02/02/2021										
8088 VERIZON BUSINESS SERVICES										
Z7251264		01/22/2021	10254783	02022021	97704	2,009.75	01/22/2021	INV	PD	PRIVATE IP(PIP)
CHECK DATE: 02/02/2021										
71683126		01/22/2021	10254784	02022021	97704	777.98	01/22/2021	INV	PD	EVDO TO PIP 4G
CHECK DATE: 02/02/2021										
						2,787.73				
3621 VERIZON WIRELESS										
9869927465		01/22/2021	10254774	02022021	97705	3,691.74	01/22/2021	INV	PD	MONTHLY PHONE LINE CHARGE
CHECK DATE: 02/02/2021										
9869063062		01/22/2021	10254781	02022021	97705	231.05	01/22/2021	INV	PD	MONTHLY PHONE LINE CHARGE
CHECK DATE: 02/02/2021										
9871176707		01/22/2021	10254782	02022021	97705	231.47	01/22/2021	INV	PD	MONTHLY PHONE LINE CHARGE
CHECK DATE: 02/02/2021										
9871176708		01/25/2021	10254878	02022021	97705	38.01	01/25/2021	INV	PD	PD Monthly Phone
CHECK DATE: 02/02/2021										
9870263346		01/25/2021	10254877	02022021	97705	3,096.18	01/25/2021	INV	PD	PD Monthly Phone Charges
CHECK DATE: 02/02/2021										
9871176706		01/25/2021	10254897	02022021	97705	251.83	01/25/2021	INV	PD	PD Monthly Phone Charges
CHECK DATE: 02/02/2021										
						7,540.28				
10600 VIGILANT SOLUTIONS LLC										
32499RI	5019	01/25/2021	10254844	02022021	97706	6,825.00	01/25/2021	INV	PD	Vigilant APLR Annual Lice
CHECK DATE: 02/02/2021										
8802 VISION SERVICE PLAN										
811190112		12/19/2020	10254795	02022021	97707	3,218.62	01/22/2021	INV	PD	JAN 2021 VISION ACTIVES
CHECK DATE: 02/02/2021										
811190102		12/19/2020	10254796	02022021	97708	10.92	01/22/2021	INV	PD	JAN 2021 VISION COBRA
CHECK DATE: 02/02/2021										
811190105		12/19/2020	10254797	02022021	97709	868.84	01/22/2021	INV	PD	JAN 2021 VISION RETIREES
CHECK DATE: 02/02/2021										
						4,098.38				
3408 WAXIE SANITARY SUPPLY										
79741645		01/14/2021	10254467	02022021	97710	2,694.74	01/14/2021	INV	PD	PIER CLEANING SUPPLIES
CHECK DATE: 02/02/2021										
79719133		01/14/2021	10254470	02022021	97710	1,812.93	01/14/2021	INV	PD	PURELL HAND SANI
CHECK DATE: 02/02/2021										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
79712778		01/14/2021	10254471	02022021	97710	298.67	01/14/2021	INV	PD	PURELL HAND SANI
CHECK DATE:	02/02/2021									
79704937		01/14/2021	10254473	02022021	97710	1,030.31	01/14/2021	INV	PD	CLEANING SOLUTION
CHECK DATE:	02/02/2021									
79699479		01/14/2021	10254474	02022021	97710	32.84	01/14/2021	INV	PD	SEWER CLEANING SUPPLIES
CHECK DATE:	02/02/2021									
79701962		01/14/2021	10254475	02022021	97710	2,997.78	01/14/2021	INV	PD	PIER CLEANING SUPPLIES
CHECK DATE:	02/02/2021									
79753258		01/14/2021	10254622	02022021	97710	1,729.38	01/14/2021	INV	PD	BUILD MAINT CLEANING SUPP
CHECK DATE:	02/02/2021									
3421 WEST COAST ARBORISTS INC						10,596.65				
167912	5070	01/14/2021	10254628	02022021	97711	12,444.00	01/14/2021	INV	PD	PROVIDE TREE TRIMMING SER
CHECK DATE:	02/02/2021									
167449	5070	01/14/2021	10254629	02022021	97711	22,855.00	01/14/2021	INV	PD	PROVIDE TREE TRIMMING SER
CHECK DATE:	02/02/2021									
167913	5070	01/14/2021	10254631	02022021	97711	31,087.00	01/14/2021	INV	PD	PROVIDE TREE TRIMMING SER
CHECK DATE:	02/02/2021									
						66,386.00				
6416 WILLIAMS DATA PROTECTION SERVICES										
0533988		01/22/2021	10254735	02022021	97712	191.00	01/22/2021	INV	PD	STORAGE-GROUP B
CHECK DATE:	02/02/2021									
11849 WINDWILD GROUP										
1-01132021		01/14/2021	10254455	02022021	97713	113.30	01/14/2021	INV	PD	ENGRAVED MODULAR BRICKS
CHECK DATE:	02/02/2021									
3510 ZOLL MEDICAL CORPORATION										
3202217		12/30/2020	10254706	02022021	97714	3,330.34	02/02/2021	INV	PD	PARAMEDIC SUPPLIES
CHECK DATE:	02/02/2021									
3205624		01/06/2021	10254707	02022021	97714	1,055.93	02/02/2021	INV	PD	PARAMEDIC SUPPLIES
CHECK DATE:	02/02/2021									
521 INVOICES						2,363,949.79				

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



Administrative Report

H.5., File # 21-2020

Meeting Date: 2/2/2021

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

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE CONSENT TO ASSIGNMENT OF AGREEMENT WITH GOLDEN TOUCH CLEANING, INC. TO COMMERCIAL BUILDING MANAGEMENT SERVICES, INC. FOR THE EXISTING TERM TO MAY 31, 2022.
2. APPROVE AGREEMENT WITH MARK ANDY, INC. FOR MAINTENANCE AND REPAIR SERVICES FOR CHECK FOLDING / SEALING MACHINE IN AN AMOUNT NOT TO EXCEED \$3,200 FOR THE TERM FEBRUARY 2, 2021 TO FEBRUARY 1, 2023.
3. APPROVE FIRST AMENDMENT TO THE AGREEMENT WITH ELLIS ENVIRONMENTAL, INC. FOR THE REDONDO BEACH TRANSIT CENTER PROJECT JOB NO. 20120 FOR HAZARDOUS MATERIALS ABATEMENT MONITORING SERVICES FOR AN ADDITIONAL AMOUNT OF \$9,000 FOR THE EXISTING TERM TO DECEMBER 31, 2022.
4. APPROVE AGREEMENT WITH LOS ANGELES COUNTY REGISTRAR-RECORDER / COUNTY CLERK FOR USE OF LOS ANGELES COUNTY OFFICIAL VOTE BY MAIL BALLOT DROP BOXES FOR LOCAL ELECTIONS FOR THE CITY'S GENERAL MUNICIPAL ELECTIONS AT NO COST TO THE CITY FOR THE TERM FEBRUARY 2, 2021 TO FEBRUARY 1, 2026.

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Contracts, Signatures and Insurance

LA County Registrar-Recorder / County Clerk - Agreement will be submitted as a Blue Folder item.

**CONSENT TO ASSIGNMENT OF THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND GOLDEN TOUCH CLEANING INC**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a chartered municipal corporation ("City"), Golden Touch Cleaning Inc, a California corporation ("Assignor"), and Commercial Building Management Services Inc., a California corporation ("Assignee").

WHEREAS, on May 23, 2017, the City and Assignor entered into the Agreement for Project Services between the City and Assignor (the "Agreement"); and

WHEREAS, on November 1, 2020, Assignor and Assignee entered into a Merger Agreement whereby Assignor ceased to exist and Assignee became the surviving entity; and

WHEREAS, under the Merger Agreement, Assignor transferred its assets and liabilities, including the Agreement and any amendments thereto, to Assignee; and

WHEREAS, pursuant to Section 18 of the Agreement, 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; and

WHEREAS, under the Agreement, Assignor shall obtain City's consent for the assignment of the Agreement; and

WHEREAS, for the purpose of this Consent, Assignor shall have the authority to assign this Agreement to assignee; and

WHEREAS, City wishes to provide its consent to the assignment of the Agreement from Assignor to Assignee under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the City hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. City consents to the assignment of the Agreement from Assignor to Assignee; provided however that this Consent shall not impose any additional obligations on City or otherwise affect any of the rights of City under the Agreement.
2. Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Agreement to Assignee.
3. Assignee accepts the assignment of the Agreement and acknowledges and represents to City that it will assume each and every term, obligation and condition as set forth in the Agreement, whether arising prior to, on, or subsequent to the date of this Consent, which is hereby assigned to Assignee.

4. City shall remit payments relating to Assignor services and/or products and services covered under the Agreement to Assignee.
5. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the parties.
6. The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the parties for Assignor and Assignee are not duly authorized to enter into and execute this Consent, the parties shall be personally liable to City.
7. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
8. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
9. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
10. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
11. In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

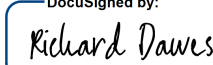
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 2nd day of February, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

William C. Brand, Mayor

ASSIGNOR
GOLDEN TOUCH CLEANING INC,
a North Carolina corporation

DocuSigned by:

E159855E78914CC...
By: _____
Name: Richard Dawes
Title: President

ASSIGNEE
COMMERCIAL BUILDING MANAGEMENT
SERVICES INC., a California corporation

By: _____
Name: _____
Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2021

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 Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME:	PHONE (A/C, No, Ext): 800-962-7132	FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS:	BusinessService@LibertyMutual.com	
INSURED Commercial Building Management Services Inc. 600 S Grand Ave Santa Ana CA 92705	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West American Insurance Company		44393
	INSURER B: American Fire and Casualty Company		24066
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 59818117**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		BLW61074313	2/28/2021	2/28/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>		USA61074313	2/28/2021	2/28/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Redondo Beach, Its officers, elected and appointed officials, employees, and volunteers are included as Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision. This Policy is Primary and we will not ask for contribution of the Policy issued to the Additional Insured.

[30]* Day Notice of Cancellation *10 Day Notice of Cancellation for Cancellation for Non-Payment of Premium
Additional Insureds included on Policies listed on Underlying schedule will also extend to Umbrella Policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach
531 N. Gertruda Ave.
Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Wong

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B.** Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

SCHEDULE

- 1. Name:**
City of Redondo Beach
- 2. Address:**
531 N. Gertruda Ave.
Redondo Beach, CA 90277
- 3. Number of days advance notice:** 30 Days

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITION OF INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

Paragraph **F.5.** under **SECTION V. DEFINITIONS** is replaced by the following:

- 5.** Any person or organization who qualifies as an insured in the "underlying insurance" and does not qualify as an "Insured" in paragraphs **1.**, **2.**, **3.**, **4.**, **6.**, **7.**, or **8.** of this definition **F.**, but not beyond the extent of any limitation imposed under any contract or agreement. However:
 - a.** The coverage provided to such person or organization by this insurance:
 - (1)** Applies only to the extent permitted by law; and
 - (2)** Will not be broader than the coverage afforded by the applicable "underlying insurance"; and
 - b.** If coverage provided to such person or organization is required by a contract or agreement, the limits of insurance afforded to that person or organization will be:
 - (1)** The difference between the applicable "underlying insurance" limits and the minimum limits of insurance which you agreed to provide in a contract or agreement; or
 - (2)** The amount of insurance available under the applicable Limits of Insurance shown in the Declarations of this policy

whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a contract or agreement are wholly within the "underlying insurance", this policy shall not apply.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 52 feet long; and
 - (b)** Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such “property damage” results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
 - a.** The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i)** Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b.** The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

- 1.** The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1)** "Bodily injury" or "personal and advertising injury":
- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to “bodily injury” or “personal and advertising injury” caused by an “employee” who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the “employee’s” job responsibilities assigned by you, includes the direct supervision of other “employees” of yours. However, none of these “employees” are insureds for “bodily injury” or “personal and advertising injury” arising out of their willful conduct, which is defined as the purposeful or willful intent to cause “bodily injury” or “personal and advertising injury”, or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your “employee”.

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

- 3.** Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a.** Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d.** Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of “occurrences”, offenses, claims or “suits” shall have received such notice from the agent, servant or “employee”.

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V – Definitions**, Definition **3.** is replaced by the following:

- 3.** “Bodily Injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

**SECOND AMENDMENT TO THE AGREEMENT
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND GOLDEN TOUCH CLEANING INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Golden Touch Cleaning Inc., a California Corporation ("Contractor").

WHEREAS, on May 23, 2017, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on July 18, 2017, the parties entered into the First Amendment to the Agreement ("First Amendment") between the City and Contractor to correct the name of the Contractor; and

WHEREAS, the Agreement is set to expire on May 31, 2020; and

WHEREAS, the parties desire to extend the Agreement and increase the compensation for the extended term.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **SCHEDULE FOR COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to May 31, 2022. Exhibit "B-1" is attached hereto and incorporated by reference. Contractor shall continue and complete all services described in Exhibit "A" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
2. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the monthly compensation, hourly rates, and the limit for the total compensation paid to Consultant by \$315,653 for a total compensation limit of \$742,819. Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A" of the Agreement.
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 19th day of May, 2020.

CITY OF REDONDO BEACH

DocuSigned by:
William C. Brand
F8413C7231DF4E1...
William C. Brand, Mayor

GOLDEN TOUCH CLEANING INC.

DocuSigned by:
Michael Dawes
3EB493B0DA434E0...
By: Michael Dawes
Name: Michael Dawes
Title: President

ATTEST:

DocuSigned by:
Eleanor Manzano
72F3AC746C244CF...
Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Jill Buchholz
B7F2B0D00BA64E7...
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...
Michael W. Webb, City Attorney

EXHIBIT “B-1”

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to May 31, 2022 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT “C-1”**COMPENSATION**

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

A. AMOUNT

1. MONTHLY AMOUNT. Contractor shall be paid monthly for the regular services described in Section B of Exhibit “A” as follows.

Year	Monthly Amount
First Year	\$ 8,554.00
Second Year	\$ 9,409.00
Third Year	\$10,353.00
Fourth Year	\$10,509.00
Fifth Year	\$10,667.00

2. HOURLY RATE. Effective June 1, 2020, Contractor shall be paid following hourly rates for the additional services described in Section C of Exhibit “A”.

Additional Service	Hourly Rate
High Pressure Washing	\$ 76.13
Parking Lot Sweeping	\$152.25
Back-Up Maintenance	\$ 19.29
24 Hour Emergency	\$ 19.29
Carpet Cleaning	\$ 31.47

3. NOT TO EXCEED AMOUNT. In no event shall Contractor’s total compensation exceed \$427,166 during the term of this Agreement.

- B. METHOD OF PAYMENT**. Contractor shall provide monthly invoices to City for approval and payment. Invoices must be based on the monthly fixed compensation, hours worked, applicable billing rate, and services performed in the prior month. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. SCHEDULE FOR PAYMENT**. City agrees to pay Contractor within thirty (30) days of City’s receipt of monthly invoices; provided, however, that services are completed to the City’s reasonable satisfaction.

- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor. Golden Touch Cleaning, Inc.
13681 Newport Avenue, Suite 8
Tustin, CA 92780-7815
Attention: Michael Dawes

City. City of Redondo Beach
Public Works Department
531 N Gertruda Ave, Redondo Beach, CA 90277
Attention: Rob Osborne

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, 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.

**FIRST AMENDMENT TO THE AGREEMENT
FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH AND GOLDEN TOUCH, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Golden Touch, Inc., a California Corporation ("Contractor").

WHEREAS, on May 23, 2017, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, Contractor's name was provided as Golden Touch, Inc. a California Corporation; and

WHEREAS, Contractor's name was a scrivener's error and Contractor's name is Golden Touch Cleaning Inc., a California Corporation; and

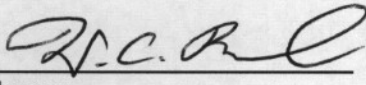
WHEREAS, the parties wish to amend the Agreement to provide the correct name of Contractor.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Modification of Terms. All references to Contractor as Golden Touch Inc. shall be replaced with Golden Touch Cleaning Inc. and Contractor shall be bound by all the terms and conditions in the Agreement.
2. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 18th day of July, 2017.

CITY OF REDONDO BEACH

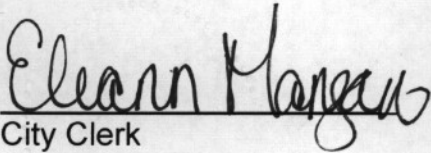


Mayor

GOLDEN TOUCH CLEANING INC.

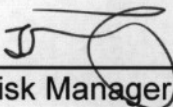
By: _____
Name: _____
Title: _____

ATTEST:



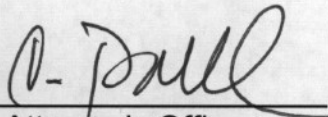
City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 18th day of July, 2017.

CITY OF REDONDO BEACH

GOLDEN TOUCH CLEANING INC.

Mayor

By: 

Name: Luis Mejia

Title: General Manager

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:

City Attorney's Office



**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND GOLDEN TOUCH, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Golden Touch, Inc., a California Corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor 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. Contractor 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 Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor 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. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials

shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. 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 Contractor, 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 Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. 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 Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor 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 Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor 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.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor 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 Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor 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.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor 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 Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor'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.
12. Termination in the Event of Default. Should Contractor 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. Contractor 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 Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor 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. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor 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.
14. Indemnity. To the maximum extent permitted by law, Contractor 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 Contractor'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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor 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 Contractor 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. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor 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.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor 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.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor 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 Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor 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 Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor 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 Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor 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.
20. 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 Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. 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 Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. 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 Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. 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."
28. 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.
29. 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.
30. Claims. Any claim by Contractor 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.

31. Interpretation. Contractor 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.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor 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 Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. 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.
34. 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 Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, 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 Contractor.
35. 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 23rd day of May, 2017.

CITY OF REDONDO BEACH

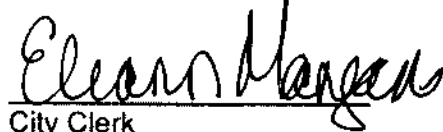
GOLDEN TOUCH, INC.



Mayor

By: Golden Touch Cleanly
Name: Dan Tarkenton
Title: President

ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:

City Attorney's Office



IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 23rd day of May, 2017.

CITY OF REDONDO BEACH

GOLDEN TOUCH, INC.

Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

A. CITY FACILITIES

Contractor shall provide janitorial services as described in Section B of this Exhibit "A" for the following City facilities.

Alta Vista Park Community Center
715 Julia Avenue
Redondo Beach, CA 90277

Alta Vista Racquetball Courts
715 Julia Avenue
Redondo Beach, CA 90277

Anderson Park Senior Center
3007 Vail Avenue
Redondo Beach, CA 90278

Main Library
303 North Pacific Coast Highway
Redondo Beach, CA 90277

North Branch Library
2000 Artesia Boulevard
Redondo Beach, CA 90278

Perry Park Senior Center
2308 Rockefeller Lane
Redondo Beach, CA 90278

Perry Park Teen Center
2301 Grant Avenue
Redondo Beach, CA 90278

Recreation and Community Services Facility
1922 Artesia Boulevard
Redondo Beach, CA 90278

Veterans Park Senior Center
301 Esplanade
Redondo Beach, CA 90277

Wilderness Park Visitor Center
1102 Camino Real
Redondo Beach, CA 90277

B. REGULAR SERVICES

Contractor shall perform janitorial services as follows.

1. RESTROOMS

- a. Clean toilet bowls inside and outside with soap and water, and a disinfectant. Clean all plumbing fixtures daily.
- b. Clean sinks and fixtures daily.
- c. Clean walls and partitions weekly. Remove all graffiti (such as marks caused by pencil, crayon, etc.) immediately.
- d. Clean doors, kick-plates, and knobs inside and outside daily.
- e. Clean and polish all metal dispensers, including paper towel dispensers, toilet paper dispensers, and handicap rails daily.
- f. Clean all mirrors daily.
- g. Replenish all necessary supplies, including without limitation, two-ply toilet paper, hand towels, soap, and toilet seat covers daily. Provide sufficient supplies until the next servicing.
- h. Empty and sanitize trash receptacles daily. Size to fit the plastic liners to the receptacles and replace the liners daily.
- i. Mop floors with soap, water, and a disinfectant cleaning solution daily.

2. KITCHEN AREAS

- a. Clean sink and plumbing fixtures daily.
- b. Clean counter and surrounding areas daily.
- c. Empty and sanitize trash receptacles daily. Size to fit the plastic liners to the receptacles and replace the liners daily.
- d. Clean tables, chairs, cabinets, and other fixtures with water and detergent daily.
- e. Clean refrigerator, stove, and other appliances (exterior surfaces) daily.

- f. Clean the interior of microwave ovens (not stove) and cupboard doors daily.
 - g. Spot clean walls, doors, and kick-plates weekly.
 - h. Sweep floors daily and mop, kick, and buff floors weekly.
 - i. Strip, scrub, wax, and buff floors every three (3) months.
 - j. Replenish hand towels and soap dispensers daily. Provide sufficient supplies until the next servicing.
3. MEETING ROOMS & OFFICES
- a. Clean tops and sides of circulation and reference desks daily and polish weekly.
 - b. Clean telephones (receiver and base of instrument) with disinfectant daily.
 - c. Clean and polish all metal, including but not limited to, frames, door handles, and railings daily.
 - d. Clean all interior glass partitions and interior door windows weekly and spot clean daily.
 - e. Empty and sanitize trash receptacles daily. Size to fit the plastic liners to the receptacles and replace the liners daily.
 - f. Dust shelves and fixtures from high to low twice weekly. Provide and maintain a dusting plan schedule.
 - g. Clean table tops, counters, including without limitation, wooden side panels and swinging gates daily and polish weekly.
 - h. Spot clean the inside of all windows up to 12 feet weekly.
 - i. Spot clean upholstered furniture daily.
 - j. Dust blinds weekly.
 - k. Clean all baseboards and end panels of shelving units monthly.
 - l. Clean all individual offices and phones daily. Dust desks, file cabinets, bookcases, and fixtures from high to low twice weekly.
 - m. Vacuum carpeted stairway daily. Sweep the service stairway daily.

4. ENTRANCES/LOBBY AREAS/CORRIDORS
 - a. Sanitize and polish water fountains daily.
 - b. Clean the inside and outside door entrance glass daily.
 - c. Clean all interior glass partitions weekly and spot clean daily.
 - d. Clean and polish all metal and wood including without limitation, frames, door handles, and railings daily.
 - e. Sweep the front entrance, doormats, and surrounding areas daily.
 - f. Empty, wipe clean, and sanitize trash receptacles, including those outside the front door daily. Size to fit the plastic liners to the receptacles and replace the liners daily.
 - g. Clean the outside of the display cases daily.
 - h. Clean side panels and the floors of the elevators on all levels daily. Clean and polish button panels, railing, and door tracks daily. Vacuum elevator door tracks daily.
5. MAIN LIBRARY STAFF LOUNGE DECK AND MEETING ROOM DECK
Sweep and pick up debris on deck surface daily and hose it down weekly.
6. CARPET SERVICES
 - a. Clean all carpeted areas daily. Remove surface litter with a soft bristled broom or carpet sweeper. Use a lightweight vacuum cleaner daily.
 - b. Inspect carpet daily for spots, stains, or spills, and remove immediately in accordance with the manufacturer's recommendations.
 - c. Vacuum carpet thoroughly with a commercial type vacuum cleaner once a week. Heavily vacuum corridors and heavily traveled areas (identified by the City) two times per week.
7. TILE SERVICES
 - a. Sweep all tiled areas with a treated dust mop.
 - b. Damp mop and keep clean the tiled and baseboard areas including cove base moldings.
 - c. Clean all tile, including glazed tile walls, unglazed tile floors, and quarry tile floors in accordance with the manufacturer's recommendations.
 - d. Power scrub all quarry tile surfaces on a quarterly basis.

8. ALTA VISTA RACQUETBALL COURTS COURT SURFACES

Dust mop all court surfaces.

9. QUARTERLY SERVICES

- a. Schedule quarterly services with the City designated representative.
- b. Strip and wax all vinyl composition tile (VCT) and linoleum floors quarterly.

10. SEMI-ANNUAL SERVICES

- a. Schedule semi-annual services with the City designated representative.
- b. Clean carpeting thoroughly using a dry extraction method in accordance with the manufacturer's recommendations.
- c. Clean blinds thoroughly and ensure the blinds are not bent or left askew.

11. ANNUAL SERVICES

- a. Schedule annual services with the City designated representative.
- b. Shampoo all upholstered furniture in accordance with the manufacturer's recommendations.

12. PERIODIC SERVICE DOCUMENTATION

After providing quarterly, semi-annual or annual services, provide written documentation of the services performed to the City designated representative.

13. SPECIAL PROCEDURES

Act in accordance with the following special procedures.

- a. Use treated dust cloths.
- b. Not use deodorant cakes or sprays in urinals or toilet bowls.
- c. Keep all janitorial equipment and supplies in the janitorial closets. Ensure closets are always closed.
- d. Keep janitorial closets clean and orderly.
- e. Keep marked pathways clear to comply with the City Municipal Code.
- f. Keep janitorial closet door locked at all times during open hours.
- g. Clean all windows at no inconvenience to staff.
- h. After floors are cleaned, return all furniture to its original position in a neat and orderly fashion.

- i. Ensure Contractor's personnel does not use City library facilities, including telephones, copiers, desks, books, typewriters, and computers.
- j. Lock all suite entry door handles and deadbolts, and report any evidence of breach to the facility security manager and/or Public Works Building Manager.
- k. Report any damage, breakage, plumbing problems, graffiti, burned out light bulbs, and malfunctioning door hardware to the Public Works Manager.
- l. Provide and maintain Material Safety Data Sheet binders in the janitorial closets of the building.
- m. Clean equipment cords and ensure no marks are left on door jams, furniture, or drywall outside corners.
- n. Deposit all recyclable paper into the dedicated three cubic yard recycle dumpster bin provided by the City. Break down all cardboard boxes prior to placing them in the recycling bin. Deposit general trash items into the remaining dumpsters.
- o. Label all dispensers and containers at all times with the manufacturer name, item name, instructions, and safety information.
- p. Keep a first aid kit in each janitorial closet at each building. Stock and maintain first aid kits by Contractor monthly.
- q. Turn off all lights in each of the facilities upon completion of janitorial service.
- r. Designate a location at each site to post communications to Contractor's staff.
- s. Schedule onsite inspections with the staff of the Library and Public Works Department at the beginning of each quarter.

14. DAILY SERVICES SCHEDULE

- a. North Branch Library. Provide daily services after 8:00 PM Monday, Tuesday, Wednesday and Thursday and after 5:00 PM on Saturday.
- b. Main Library. Provide daily services after 10:00 PM Monday through Thursday and after 6:00PM on Friday and Saturday.
- c. Recreation and Community Services Administration Facility. Provide daily services after 7:00 PM Monday through Friday.
- d. Remaining City Facilities. Provide daily services after 8:00 PM Monday, Tuesday, Wednesday, Thursday and Friday.

15. EQUIPMENT, MATERIALS AND SUPPLIES

Furnish all equipment, tools, chemicals, cleaning solutions, floor finish, restroom deodorizers and other items (including without limitation two-ply toilet paper, paper towels, toilet seat covers, hand soap and plastic trash liners) to complete the services described herein.

C. ADDITIONAL SERVICES OUTSIDE STANDARD SCOPE

Upon City's request provide the following services.

1. High Pressure Washing. Provide high-pressure washing for sidewalks, parking stalls, concrete floors, walls, and the like.
2. Parking Lot Sweeping. Provide parking lot sweeping service using a mobile parking lot sweeper with a 2.25 cubic yard tank.
3. Back-Up Maintenance. Provide back-up maintenance services personnel to assist the City with maintenance functions at City facilities not described herein on an as-needed basis. The personnel must be available within 24 hours.
4. 24 Hour Emergency. Provide 24-hour emergency custodial services 365 days per year with a one-hour response time.
5. Carpet Cleaning. Provide carpet cleaning to other City facilities not described herein.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. This Agreement shall commence on June 1, 2017 and shall continue until May 31, 2020, unless otherwise terminated as herein provided. This Agreement may be extended upon a mutual agreement.

EXHIBIT "C"

COMPENSATION

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

A. AMOUNT

1. MONTHLY AMOUNT. Contractor shall be paid monthly for the regular services described in Section B of Exhibit "A" as follows.

Year	Monthly Amount
First Year	\$ 8,554.00
Second Year	\$ 9,409.00
Third Year	\$10,353.00

2. HOURLY RATE. Contractor shall be paid following hourly rates for the additional services described in Section C of Exhibit "A".

Additional Service	Hourly Rate
High Pressure Washing	\$ 75.00
Parking Lot Sweeping	\$150.00
Back-Up Maintenance	\$ 19.00
24 Hour Emergency	\$ 19.00
Carpet Cleaning	\$ 31.00

3. NOT TO EXCEED AMOUNT. In no event shall Contractor's total compensation exceed \$427,166 during the term of this Agreement. This compensation shall include all amounts paid under this Section A.

- B. METHOD OF PAYMENT. Contractor shall provide monthly invoices to City for approval and payment. Invoices shall be based on the hours worked and services performed in the prior month. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. SCHEDULE FOR PAYMENT. City agrees to pay Contractor within thirty (30) days of City's receipt of monthly invoices; provided, however, that services are completed to the City's reasonable satisfaction.
- D. NOTICE. Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

Equipment Location:
CITY OF REDONDO BEACH -CA 39413 000
ATTN: FINANCIAL SERVICES 415 DIAMOND ST DOOR 1
REDONDO BEACH, CALIFORNIA 90277 2836

Bill to Location:
CITY OF REDONDO BEACH -CA 39413 000
ATTN: FINANCIAL SERVICES 415 DIAMOND ST DOOR 1
REDONDO BEACH, CALIFORNIA 90277 2836

Contact: ROBERT NORMAN
Phone: (310) 318-0602
(Required on contract)

Sales Representative: DEBBIE HYMER

Agreement Number: SC00006033
P.O.#:

Start Date: 02/02/2021
End Date: 02/01/2023

Legacy Formax and PSV-DPM Models SILVER									
Machine	Serial #	Labor Hours Covered	Parts Discount	Preventive Maintenance Covered	Response Time	Labor Discount	Shipping	Other Discounts	Total
FD2030	2478	30	100%	5	Standard	10%	2nd Day	Consumables:10% Rubber Rollers:10%	2,700.00 USD
FD2000-30	1909	30	100%	5	Standard	10%	2nd Day	Consumables:10% Rubber Rollers:10%	500.00 USD
								Billing	Annually
								Zone	US Zone 2 (26-50 miles)
								Total Cost	3,200.00 USD

* Labor hours on contract for on-site service calls and travel is included up to covered hours

* Any applicable sales tax will be added at time of invoice

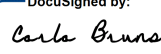
TOTAL AGREEMENT COST 3,200.00 USD

Carla Bruns

William C. Brand, Mayor

Authorized Customer Signature (Please Print)

Authorized Mark Andy Inc. Signature (Please Print)

DocuSigned by:

87BB01522D2743C...

1/27/2021 | 1:23 PM PST

Authorized Customer Signature Date

Authorized Mark Andy Inc. Signature Date

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

The terms and conditions on the following pages form a part of this agreement. By signature on agreement, Customer confirms reading, understanding, and agreeing to all such terms and conditions. All additional and/or different terms are expressly rejected by Company and are excluded from this agreement. No modification to this agreement shall be binding on Company unless agreed to in writing by a corporate officer of Company.

Equipment condition

It is understood that the equipment covered in this agreement is in good operating condition at the time the contract starts. Good operating condition is defined as currently able to operate and all safety features intact according to product manufacturer's specifications with no unauthorized modifications. If machine is found not to be in good operating condition upon first onsite service event, an estimate will be provided to bring the machine up to good operating condition by Company and any previously agreed upon start date becomes null and void. This work must be performed to Company's satisfaction before contract can take effect. For new contracts or contracts that have lapsed more than 90 days, it is possible that an equipment inspection will need to be performed by an engineering representative from the company prior to actuation of the contract.

Equipments within

Labor hours covered include on-site service visits for emergency and standard calls outside of preventive maintenance visits. Travel is included for the covered hours and preventive maintenance visits in the agreement price quoted. Preventive maintenance is an evaluation only and does not include parts installation.

1. [RESERVED]
2. Company agrees, subject to the terms and conditions hereof, and at no charge beyond that described in Paragraph 3. a below, to perform these services set forth here
3. Customer agrees to:
 - a. Pay Company in accordance with the payment plan indicated by Billing Type of this agreement
 - b. Exert reasonable care in the operation of the equipment and perform the factory recommended customer care and cleaning program described in the operating instructions for the equipment
 - c. Replace all non-included parts, consumable and supply items as recommended by OEM or as often as is necessary to maintain the equipment in good operating condition
 - d. Provide all power requirements and environmental conditions for the equipment as specified in the operating instructions
 - e. Accept sales and service communications from Company via fax and/or email
4.
 - a. All scheduled maintenance inspections and intervening calls will be made during Company's normal working hours. Calls requested for other than Company's normal working hours will be charged to Customer at Company's then prevailing rate for after-hour service. The availability of and charges for manpower on after-hour service, and for other service not included under this agreement, will be determined solely by Company.
 - b. The rate shown on the reverse side is for providing service only at the location shown on the reverse side. Should Customer relocate the equipment to a different location, the rate may be decreased or increased accordingly based on zone charges for the balance of the term.
 - c. The rate for providing service shown on the reverse side is a pricing structure based on the service cost-savings the Company receives when the Customer uses only Company-approved or Company-certified media on the equipment. The Company derives this rate based on the Company's experience of service costs for our equipment when used solely with Company-certified or Company-approved media. Notwithstanding anything stated herein to the contrary, should the Customer use media on the equipment that is not Company-certified or Company-approved, the Company in its sole and unfettered discretion may immediately either (i) adjust pricing or (ii) terminate this agreement. Subsequent to termination, the Company may provide service to Customer on a time and materials basis.
 - d. Company reserves the right to change the rates shown on agreement from time to time, upon not less than 30 days notice to the Customer. Customer has right to cancel within those 30 days due to the price change and no cancellation fees will be applied by Company.
5. The overhauling and/or rebuilding of the equipment are not provided under the terms of this agreement. No such work will be performed until a written estimate of charges, including parts, transportation, and labor has been submitted to and approved in writing by Customer.
6. This agreement does not cover any accessory equipment, including lock box attachments, not itemized on this agreement.
7. When applicable, federal, state, and local taxes (except taxes based on Company's net income) will be borne by the Customer.
8. Company shall have no obligation hereunder to furnish any labor or parts for purposes of repairing damage to or malfunction or the equipment caused by any of the following: (a) abuse, misuse, neglect, use of parts or supplies which do not meet the manufacturer's specifications, including the use of media not approved or certified by the Company; (b) failure to follow the customer maintenance procedures described in the operating instructions for the equipment; (c) fire, flood, lightning or any other act of God; (d) failure to provide a power supply or an operating environment for the equipment which conforms to the manufacturer's specifications; (e) the repair, servicing, adjustment or modification of the equipment by anyone other than Company's authorized service personnel; (f) catastrophic damage caused by an improperly installed blanket or consumable item; or (g) catastrophic damage caused by a defective blanket.
9. If parts are provided under this Agreement, they may be new, serviceable used, or reprogrammable items with equivalent performance based on the discretion of the Company. Mark Andy will use commercially reasonable effort to supply requested parts, but is not liable for sourcing or providing any parts that are obsolete at the time of order. In the unlikely event that Mark Andy cannot supply materially necessary parts to resolve equipment downtime, upon Customer's request, Mark Andy will cancel the Agreement and provide a prorated credit or final contract invoice, as applicable. For agreements that do not cover parts, Mark Andy will use commercially reasonable effort to supply parts for Customer equipment when requested but does not guarantee their availability.
10. If parts are not covered 100% under this Agreement, the applicable federal, state, and local taxes and shipping charges appropriate for the parts used during service will be borne by the customer under a separate invoice.
11. CUSTOMER'S SOLE REMEDY FOR ANY BREACH BY COMPANY SHALL BE PERFORMANCE OF MAINTENANCE OR REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. COMPANY'S MAXIMUM LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE PRICE PAID BY CUSTOMER. HEREUNDER IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF BUSINESS) SUFFERED OR INCURRED BY CUSTOMER OR ANY OTHER PERSON, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING RIGHTS AND REMEDIES OF CUSTOMER ARE IN LIEU OF AND IN EXPRESS LIMITATION OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THIS AGREEMENT, INCLUDING SPECIFICALLY THIS PARAGRAPH 11, ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE CUSTOMER AND THE COMPANY. COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE AGREED LIMITATION OF LIABILITY.
12. In no event shall Company be responsible for any delay or failure to perform under this agreement where such delay is due to causes beyond Company's reasonable control.
13.
 - a. This agreement shall be in effect for an initial term (the "Initial Term") beginning on the "Agreement Start Date" shown on page 1 of this agreement and continuing for the number of months shown as the "Initial Term Months" on page 1 of this agreement, subject to approval by the Company of the mechanical and/or operational condition of the equipment and subsequent delivery to Customer of a copy of this agreement duly executed by Company and Customer. It is understood that the equipment covered in this agreement is in good operating condition at the time the contract starts. Good operating condition is defined as currently able to operate and all safety features intact according to product manufacturer's specifications with no unauthorized modifications. If machine is found not to be in good operating condition upon first onsite service event, an estimate will be provided to bring the machine up to good operating condition by Company and any previously agreed upon start date becomes null and void. This work must be performed to Company's satisfaction before contract can take effect.
 - b. The Company may at any time either (i) cancel this agreement or (ii) modify the pricing, if the Customer has used media that is not Mark Andy-approved or Mark Andy-certified media on the mechanical and/or operational equipment covered under the terms of this agreement.
14. This agreement may be canceled by Company or Customer at any time by ninety (90) days advance notice. Such notice for termination must be provided in writing to the other party, and the contract shall terminate ninety (90) days from the date such notice is received by the other party (the "Termination Date"). If the Termination Date is prior to the end of the Initial Term (or any renewal term), the Customer shall receive a prorated credit for days between the Termination Date and the end of the initial Term (or any renewal term).
15. The Company reserves the right to cancel this Agreement for non-payment of invoices. Should non-payment occur, the company will provide written notice to the customer requesting full payment of the past due amounts within thirty (30) business days. If no payment is received within 30 day business days, the Company may, at its discretion, cancel this Agreement.

16. This agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Missouri
17. This agreement sets forth the parties' entire agreement as to Company's maintenance of the equipment and sale of consumables, as further set forth below This Agreement supersedes any previous understandings, negotiations, promises, commitments, or agreements between the parties All additional and/or different terms in any previously existing or subsequent purchase order or related document are expressly rejected by Company and are excluded from this agreement No modification to this agreement shall be binding on Company unless agreed to in writing by a corporate officer of Company
18. Excluded Items for equipment under contract:
Any parts of a consumable nature are not included in the agreement (rubber items, blades, chemicals, "supply" items, etc) unless otherwise stated. Some examples of excluded items are defined below:
Presses (Traditional and DI Presses):
Ink and Water Rollers (Rubber), Form Rollers, Blanket Rollers, Gaskets (Rubber), Belts (Feeder, Timing, V), Bottle packing, Doctor blade, Lamps (all), Bulbs, Blankets, Brushes, Rotary Joints, Hoses (Rubber, Plastic, other), Suckers, Filters (All), Covers, Cleaning Supplies, Chemistry Products, Software Upgrades, Hardware Upgrades CTP (Computer to Plate Devices):
Rollers (All), Gaskets (Rubber), Belts (Feeder, Timing, V), Bottle packing, Lamps (all), Bulbs, Brushes, Hoses (Rubber, Plastic, other), Filters (All), Covers, Cleaning Supplies, Chemistry Products, Software Upgrades, Hardware Upgrades
Finishing Equipment (Post Press):
Blades, Crimper Pliers, Rollers (Rubber), Trimmer Knives/Anvils, Stapler/Stitcher Heads, Separator Pads, Feed Tires, Lamps (all), Bulbs, Drill Bits, Drilling Blocks, Bill/Coin Changers, Dies and Punch Sets, Cutter Wheels, Heat Strips, Sealing Wires, Stitcher/Stapler Heads, Staple, Rubber Vacuum mats, Brushes, Hoses (Rubber, Plastic, other), Suckers, Filters (All), Cleaning Supplies, Chemistry Products, Software Upgrades, Hardware Upgrades

As noted above, this is not a comprehensive list but a representative of types of products excluded under contract unless otherwise noted as attachment to agreement

COVID-19 HEALTH AND SAFETY CONFIRMATION

For the prevention and control of the COVID-19 pandemic, and to help ensure the health and safety of our employees, customers and partners, Mark Andy is committed to taking appropriate measures to minimize risks. Mark Andy in turn expects its customers who interact with Mark Andy employees to take similar measures.

By signing this document, the below-named Customer agrees that it is taking at least the following protective measures:

- Allowing all employees who can reasonably work from home to do so, thereby limiting the number of people in the facility;
- Not allowing those who have knowingly been in close contact with someone who has traveled to any high-risk areas of the world where the virus is actively spreading, identified on the CDC website as a Level 3 Travel Health Notice country, within the past 14 days;
- Keeping employees who have exhibited any signs or symptoms related to COVID-19 (listed below), or any cold or flu-like symptoms out of the facility until they are symptom-free for at least 72 hours (3 full days);
 - Cough
 - Fever
 - Shortness of breath
 - Respiratory illness
- Frequently sanitizing all commonly used/touched surfaces in the facility;
- Ensuring that everyone in the facility maintains the minimum personal/social distance of at least 6 feet (2.5 meters);
- Notifying Mark Andy if there is a reasonable belief that a Mark Andy employee was exposed to COVID-19 while in Customer's facility; and
- Following all CDC and government-recommended guidelines related to COVID-19. For more information from the CDC, visit <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.

Customers also acknowledges and agrees that if it cancels a scheduled service after confirming such service with Mark Andy, then Customer is responsible for all of Mark Andy's actual out-of-pocket costs related to the service cancellation.

ACKNOWLEDGED AND AGREED:

William C. Brand

Date: February 2, 2021

Customer Name: City of Redondo Beach, a

ATTEST:

chartered municipal corporation

Eleanor Manzano, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2021

11/2/2020

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 Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1341817 Mark' Andy, Inc. 18081 Chesterfield Airport Rd Chesterfield MO 63005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: LM Insurance Corporation		33600
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES MARAN01 **CERTIFICATE NUMBER:** 16433381 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TB5-Z91-469715-020	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS7-Z91-469715-030	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	TH7-Z91-469715-050	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC7-Z91-469715-010	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City, its officers, elected and appointed officials, employees, and volunteers are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to general liability and automobile liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to general liability and automobile liability per the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION** See Attachment**16433381**City of Redondo Beach
Financial Services
415 Diamond Street, Door 1
Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Redondo Beach Financial Services
415 Diamond Street, Door 1
Redondo Beach CA 90277

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 16433381.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ELLIS ENVIRONMENTAL MANAGEMENT, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Ellis Environmental Management, Inc., a California Corporation ("Consultant").

WHEREAS, on September 1, 2020, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the volume of work to be performed has been determined to exceed that originally anticipated to complete the services under this contract; and

WHEREAS, the parties desire to increase the Consultant's total compensation.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendment to the Agreement:

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total compensation paid to Consultant by \$9,000 for a total compensation limit of \$23,500. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement in accordance with Exhibit "C-1".
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, and this First Amendment, the terms of this First Amendment shall prevail.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 2nd day of February, 2021.

CITY OF REDONDO BEACH

ELLIS ENVIRONMENTAL
MANAGEMENT, INC.

William C. Brand, Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "C-1"

COMPENSATION

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

- A. Amount. Consultant shall be paid an additional fee of \$9,000.
- B. Not to Exceed Amount. Consultant's total compensation shall not exceed \$23,500. Consultant's total compensation shall include all materials, phone calls, equipment, data, mileage, fuel, insurance and drive time.
- C. Method of Payment. Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, with hourly rates and lab fees, based on accurate records, and in a form reasonably satisfactory to City. Consultant shall include a detailed monthly time tracking spreadsheet with each invoice and may be required to provide back-up material upon request.
- D. Schedule for Payment. Consultant shall be paid in accordance with payment schedule set forth in Exhibit "E".
- E. Notice. Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Ellis Environmental Management, Inc
430 SILVER SPUR RD SUITE 201
RANCHO PALOS VERDES, CA 90275
Attention: Duane Behrens

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Andrew Winje

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. Notice of rate changes or distribution changes must be sent by 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.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ELLIS ENVIRONMENTAL MANAGEMENT, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Ellis Environmental Management, Inc., a California 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. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable,

Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. 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.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. 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.
9. 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.
10. 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.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this 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.
12. 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.
13. 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.
14. 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. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). 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.
15. 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.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. 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.
 - a. Federal Standard. Consultant further acknowledges that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Consultant understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing

Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail.

- b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
18. 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.
19. 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.
20. 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.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. 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.
23. 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.
24. 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.
25. Time of Essence. Time is of the essence of this Agreement.
26. 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.
27. 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."
28. 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.
29. 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.
30. 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.

31. 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.
32. 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.
33. 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.
34. 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.
35. 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 1st day of September, 2020.

CITY OF REDONDO BEACH

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

William C. Brand, Mayor

ELLIS ENVIRONMENTAL MANAGEMENT,
INC.

DocuSigned by:
Duane Behrens
9935AED5C3D148D...
By: Duane Behrens
Name: _____
Title: President

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'S DUTIES

The scope of work for this project is to provide hazardous material abatement monitoring for the City's Transit Center Project. Hazardous material abatement will be performed by an abatement contractor. The Transit Center Project will involve construction of a proposed Transit Center at 1521 Kingsdale Avenue, Redondo Beach, CA 90278. Existing structures at this site have tested positive for hazardous materials that require abatement prior to demolition of existing facilities on the site. The Transit Center Project also involves demolition of the existing transit center located in the 1900 Block of Kingsdale Avenue (APN 4082-018-900), adjacent to the South Bay Galleria mall. Abatement work at the existing transit center will follow construction and beginning of operation of the proposed transit center.

Consultant shall perform the following duties.

1. Test for lead and asbestos, and other hazardous material at the sites of the City's proposed Transit Center and the existing transit center, as outlined in Exhibit "I" and as requested by the City Engineer.
2. Monitor the lead and asbestos abatement work for the Transit Center Project per Exhibit "I" for conformance to the Workplan, Contract Documents and environmental laws and regulations. Utilize qualified staff to observe work on-site and in person. Send daily reports to City Project Manager and Construction Manager. Provide field reports, logs, data sheets and lab reports.
3. Conduct site testing after demolition for detection of lead and asbestos. Provide testing as required by environmental laws and regulations. If testing reveals amounts that exceed legal limits, Consultant shall promptly notify City and Contractor.
4. Review chain of custody documents to ensure that materials were properly disposed. Provide copies to City. Review for conformance to Environmental laws and regulations.
5. Provide additional information and support regarding hazardous materials on either site, or disposal thereof to project staff as requested by City Engineer.

6. Perform all work in accordance with Caltrans Environmental Protocol Procedure and Deliverable Requirements Workplan, attached hereto as Exhibit "I", and incorporated herein by this reference. Ensure that monitoring work is conducted in conformance to workplan as required for NEPA approval for this project, and failure to adhere is considered a material breach of this Agreement.
7. Maintain certifications and appropriate state accreditations, training and refresher courses required by applicable Environmental laws and regulations and OSHA (Occupational Safety and Health Administration). This provision applies to each hygienist conducting air monitoring and project management.
8. Laboratory utilized by Consultant shall have successfully completed the National Institute of Standards and Technology (NIST), and National Voluntary Laboratory Accreditation (NVLAP) programs for airborne asbestos fiber analysis and bulk asbestos fiber analysis.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall commence September 1, 2020 and expire December 31, 2022 ("Term"), unless otherwise terminated as herein provided. Notwithstanding the foregoing, Consultant shall be prepared to begin all duties described in Exhibit "A" within ten (10) days of City's Notice to Proceed. Upon City Manager's recommendation to the Mayor, the City, at its sole discretion may renew this Agreement, in writing, pursuant to the same terms and conditions for an additional twelve (12) months.

EXHIBIT "C"
COMPENSATION

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

- A. **AMOUNT.** Contractor shall be paid on a time and materials basis in accordance with the rate schedule attached hereto as Exhibit "G". However, in no event shall Contractor's total compensation exceed \$14,500.
- B. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices indicating the services and tasks performed, equipment used and hourly rate, hours worked, and staff assigned during the prior month to City for approval and payment. Invoices must be itemized, 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.
- C. **SCHEDULE FOR PAYMENT.** Consultant shall be paid within thirty (30) days of City's receipt of monthly invoice, provided, however, that services are completed to the City's reasonable satisfaction.
- D. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Ellis Environmental Management, Inc
430 SILVER SPUR RD SUITE 201
RANCHO PALOS VERDES, CA 90275
Attention: Duane Behrens

City: City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Jun Fujita Hall

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.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable

apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT "F"

FEDERAL TRANSIT ADMINISTRATION REQUIREMENT CERTIFICATIONS

The Contractor certifies that the services offered in this procurement comply with all FTA Requirements and Regulations incorporated in Agreement Sections 1 through 12 and listed below:

<input type="checkbox"/>	1.	Incorporation of Federal Transit Administration (FTA) Terms
<input type="checkbox"/>	2.	Federal Changes
<input type="checkbox"/>	3.	No Federal Government Obligation to Third Parties
<input type="checkbox"/>	4.	Access to Records and Reports
<input type="checkbox"/>	5.	Fly America
<input type="checkbox"/>	6.	Energy Conservation
<input type="checkbox"/>	7.	Government-Wide Debarment and Suspension
<input type="checkbox"/>	8.	Program Fraud and False or Fraudulent Statements and Related Acts
<input type="checkbox"/>	9.	Civil Rights Laws and Equal Opportunity
<input type="checkbox"/>	10.	Disadvantaged Business Enterprises (DBE)
<input type="checkbox"/>	11.	Prompt Payment
<input type="checkbox"/>	12.	Termination

Date: _____

Signature: _____

Contractor: _____

Title: _____

EXHIBIT "G"

ELLIS ENVIRONMENTAL MANAGEMENT RATE SHEET

2020 RATE SHEET

Professional Services			Equipment		
	RATE	UNIT		RATE	UNIT
President, CA Environmental Professional	\$ 140.00	hour	Q-trak (Carbon dioxide/monoxide)	\$ 55.00	day
Certified Industrial Hygienist	\$ 160.00	hour	P-trak (Ultra-Fine Particles)	\$ 75.00	day
Project Manager (CAC, Lead Assessor)	\$ 120.00	hour	Particulate Matter (PM)	\$ 55.00	day
Project Engineer (CSST, Lead Assessor)	\$ 85.00	hour	Infrared Camera	\$ 70.00	day
Site Technician (CSST)/EPA Building Insp.	\$ 85.00	hour	Moisture Meter / Duct Camera	\$ 35.00	day
Service Call (Site Technician) 4 hr min.	\$ 340.00	min.	XRF Lead Paint Analyzer Pb200i	\$ 212.00	min.
Per 8-hr shift - normal business hours	\$ 680.00	shift	XRF Lead Paint Analyzer Pb200i	\$ 424.00	day
Per 8-hr evening/weekend shift	\$ 900.00	shift	Sound Level Meter	\$ 35.00	day
Site Technician (CSST) - after 8 hours	\$ 100.00	hour	Multi-RAE	\$ 75.00	day
Emergency Response (<24 hr notice) - Site Technician	\$ 100.00	hour			
Drafter	\$ 75.00	hour			
Clerical	\$ 40.00	hour			
Mileage	\$ 0.54	mile			
Express Pass	\$ 10.00	day			
Analysis Costs/Turnaround Time					
ASBESTOS			LEAD		
PCM Air - onsite	included		Paint/Wipe - same day	\$ 30.00	each
PCM Air - lab analysis	\$ 12.00	each	Paint/Wipe - 24 hr	\$ 25.00	each
TEM Air - 6hr	\$ 110.00	each	Paint/Wipe - 48 hr	\$ 20.00	each
TEM Air - 24hr	\$ 65.00	each	Paint/Wipe - 3 to 5 day	\$ 18.00	each
TEM Air - 3 day	\$ 45.00	each	Air - same day	\$ 30.00	each
TEM Bulk - 24 hr	\$ 150.00	each	Air - 24 hr	\$ 25.00	each
TEM Bulk - 48 hr	\$ 115.00	each	Air - 3 to 5 day	\$ 20.00	each
TEM Bulk - 3 day	\$ 90.00	each	TTLC - rush	\$ 38.00	each
PLM Bulk - same day	\$ 30.00	each	TTLC - 24 hr	\$ 35.00	each
PLM Bulk - 24 hr	\$ 25.00	each	TTLC - 48 hr	\$ 30.00	each
PLM Bulk - 3 day	\$ 15.00	each	TTLC - 3 to 5 day	\$ 20.00	each
PLM Bulk - 5 day	\$ 10.00	each	STLC - 3 day	\$ 156.00	each
Qualitative (+ or -) - 3 day	\$ 40.00	each	STLC - 5 day	\$ 96.00	each
PLM 1,000 point count - 24hr	\$ 120.00	each	TCLP - 30 hr	\$ 215.00	each
PLM 1,000 point count - 3 to 5 day	\$ 85.00	each	TCLP - 48 hr	\$ 108.00	each
			TCLP - 3 day	\$ 96.00	each

2020 RATE SHEET

Analysis Costs/Turnaround Time

MOLD /ALLERGENS / BACTERIA			VOLATILE ORGANIC COMPOUNDS (TO-15)		
Airborne/Bulk mold - 6 hr	\$ 110.00	each	Tedlar Bags - 3 day	\$ 225.00	each
Airborne/Bulk mold - 24 hr	\$ 75.00	each	Tedlar Bags - 5 day	\$ 180.00	each
Airborne/Bulk mold - 3 to 5 day	\$ 55.00	each	Summa Canister - 3 day	\$ 225.00	each
Airborne Culturable Bacteria - 2 weeks	\$ 100.00	each	Summa Canister - 5 day	\$ 180.00	each
Allergens (group) - 5 day	\$ 180.00	each	Flow Regulator for Summa Canister	\$ 30.00	day
Allergens (single) - 5 day	\$ 140.00	each	Summa Canister rental	\$ 42.00	day
RESPIRABLE / NUISANCE DUST			FORMALDEHYDE		
Respirable or Nuisance - 24 hr	\$ 50.00	each	Passive Sampler Badge - 2 day	\$ 261.00	each
Respirable or Nuisance - 3 to 5 day	\$ 40.00	each	Passive Sampler Badge - 1 day	\$ 330.00	each
			Passive Sampler Badge - 3 day	\$ 200.00	each
			Passive Sampler Badge - 5 day	\$ 125.00	each
SOIL			Passive Sampler Badge - 2 weeks	\$ 100.00	each
Title 22 Metals (full chain) - 5 day	\$ 115.00	each			
Metal (single)	\$ 18.00	each			
VOCs - call for quote					
WATER			MATERIAL IDENTIFICATION		
Enterococci - M129 (+/-) - 48 hr	\$ 65.00	each	Common Particle - 5 day	\$ 260.00	each
Enterococci - M251 (enumeration) - 48 hr	\$ 76.00	each	Full Particle - 5 day	\$ 1,090.00	each
Total Coliform, E. Coli, Enterococci - M115 (+/-) - 48 hr	\$ 155.00	each			
Total Coliform, E. Coli, Enterococci -M116 (enumeration); - 48 hr	\$ 190.00	each			
Metals - call for quote	call				

EXHIBIT "H"

FTA REQUIREMENTS

1. *Incorporation of Federal Transit Administration (FTA) Terms*

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

2. *Federal Changes*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. *No Federal Government Obligation to Third Parties*

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. *Access to Records and Reports*

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for

a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

5. Fly America

a. *Definitions.* As used in this clause:

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

6. Energy

Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Government-Wide Debarment and Suspension

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;

- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. ***Civil Rights Laws and Equal Opportunity***

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (4) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

10. Disadvantaged Business Enterprise (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the City's written consent; and that, unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Overview

It is the policy of the City and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall

have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:

- a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
- f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the City.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

DBE Participation

For the purpose of this Contract, the City will accept only DBE's who are:

- a. Certified, at the time of bid opening or proposal evaluation, by Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
- b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- c. Certified by another agency approved by the City.

DBE Participation Goal

The City of Redondo Beach DBE participation Overall Goal is 21% and the contract goal is 0%. This goal represents those elements of work for FTA assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.

Although the City has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this FTA federally funded project, contractors are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on the City's federally funded contracts and subcontracts as set forth in Part 26, Title 49 CFR.

Proposed Submission

Each Contractor, as part of its submission, shall supply the following information:

- a. A completed **DBE Utilization Form** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City.
- c. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule**.
- d. An original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

Submit a completed **DBE Utilization Schedule**

If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following:

- a. Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- b. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential Contractors of DBE subcontracting opportunities;
- c. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- d. Written notification to DBE's encouraging participation in the proposed Contract; and
- e. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- a. The names, addresses, and telephone numbers of DBE's that were contacted;
- b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take into account the performance of other Contractors in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Contractors, the Authority may view this as evidence of the Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will

have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 10 below (Sanctions for Violations).

Continued Compliance

The City shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- a. DBE utilization established for the Contract;
- b. Total value of expenditures with DBE firms for the quarter;
- c. The value of expenditures with each DBE firm for the quarter by race and gender;
- d. Total value of expenditures with DBE firms from inception of the Contract; and
- e. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of the Contract.
- b. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- c. All data/record(s) pertaining to DBE shall be maintained as stated in Section 4 Access to Records and Reports.

Sanctions for Violations

If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- b. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

11. Prompt Payment

Prompt Payment to Subcontractors

- (1) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City.
- (2) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has, in the opinion of the City Engineer, satisfactorily completed its portion of the Work.
- (3) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the City Engineer.
- (4) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- (5) The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment

requirements. Contractor must submit a prompt payment affidavit, (form to be provided by the City) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the City, except for the first payment request, on every contract with the City.

- (6) Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

Reporting Requirements During the Term of the Contract

- (1) The Contractor shall, within thirty (30) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the City. All contracts between the Contractor and its subcontractors must contain a prompt payment clause as set forth in this Section 10 herein.
- (2) During the term of annual contracts, the Contractor shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the City. The frequency with which these reports are to be submitted will be determined by the City but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the City the Contractor's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- (3) In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the City, indicating final DBE payments shall be submitted directly to the City. The information must be submitted prior to or at the same time as the Contractor's final invoice to the City department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the City's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the City Project Manager. **Failure to follow these directions may delay final payment.**
- (4) The address for the City: City of Redondo Beach, 415 Diamond Street, Redondo Beach, CA 90277

12. Termination.

Termination for Convenience

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its

possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the
_____ (Title - e.g., President, Vice President, etc.) of
_____ ("Company"), do state the following with regard to
payments made under Contract No. _____ ("Contract"):

1. _____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. _____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. _____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. _____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. _____ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

**DBE
UTILIZATION
FORM**

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____The Contractor is committed to a minimum of
_____ % DBE utilization on this contract.

Date: _____

Signature: _____

Company Name: _____

Title: _____

DBE PARTICIPATION SCHEDULE/GOOD FAITH EFFORT

The Contractor shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM/GOOD FAITH EFFORT

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

Hazardous Materials Assessment

- **Asbestos**
- **Lead**

**City Transit Center Relocation Project
1521 Kingsdale Avenue
Redondo Beach, CA 90278**

**Sampling Dates: Sept. 2016 & Feb. 2017
Ellis Project No: 16-454**

Federal Project ID No. CML-5093 (020)

Prepared for:

*The City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street, Redondo Beach, CA 90277*

and

*California Department of Transportation
District 7 Office of Environmental Engineering
Division of Environmental Planning
Hazardous Waste Branch, North and South Regions
100 S. Main Street MS-16, Los Angeles, CA 90012*

Prepared by:

*Ellis Environmental Management, Inc.
430 Silver Spur Road, Suite 201
Rancho Palos Verdes, CA 90275
310 544 1837 / www.ellisenvironmental.com*

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Executive Summary - Bulk Sampling for Asbestos and Lead

City Transit Center Relocation Project Redondo Beach, CA 90278

FEDERAL PROJECT ID NO. CML-5093 (020)

In 2015 and 2016, Ellis conducted inspections for possible asbestos-containing building materials (ACBMs) and lead-based materials at the subject site. The sampling was in preparation for the demolition of the concrete and cinder block Transit Center, located at the west end of the existing Galleria Mall, and the demolition of the steel-framed, concrete shade structure located at the Transit Yard. Client information indicates that light poles and other items will also be demolished; only the main maintenance building will remain.

To the best of our knowledge, the attached survey and report have been prepared in accordance with the document entitled *Environmental Protocol Procedure and Deliverable Requirements, Caltrans 5/23/2016 (REVI)*.

Results – Asbestos and Lead-Based Paint

ASBESTOS

City Transit Center

No asbestos was detected in any of the accessible materials sampled here which included:

1. Office ceiling and wall plaster
2. Round plaster columns
3. Concrete square columns
4. Exterior floor tile grout
5. Slab level coat
6. Concrete slab
7. Surfacing/mastic

City Transit Yard

Asbestos – app. 730 s.f. non-friable – is assumed present in the abandoned pump station roof.

No asbestos was detected in any of the accessible materials sampled here which included:

1. CMU (cinderblock) wall/grout
2. Roofing felt
3. NE block wall
4. Terracotta debris
5. Concrete slab roof
6. Concrete slab
7. Asphalt debris
8. Foundation caulking
9. Roofing adhesive/tar

LEAD

City Transit Center

Lead-based paint (>0.06%) was identified in:

1. Red-painted concrete curb. Intact. App. 1,000 linear feet (l.f.). Removal is not necessary unless the curb will be impacted by renovation/ demolition activities. See main report, Recommendations, for additional information.

No lead was detected in the following:

1. Beige paint on concrete walls
2. Black paint on door frames
3. Dark peach ceramic wall tile
4. Black window frames
5. Blue ceramic wall tile
6. Gray terrazzo floor
7. Light peach ceramic wall tile
8. White square column paint
9. Beige door paint
10. Gray door paint
11. Pink door paint
12. White door frame paint
13. White ceramic wall tile
14. Blue curb side paint
15. White exterior ceramic tile, counter
16. White round column paint

City Transit Yard

Lead-based paint (>0.06%) was identified in:

1. Brown and yellow column paint - parking structure. Significant damage.
2. Yellow light stands, curbs and pedestals – parking structure. Significant damage.
3. Yellow curbs, drain pipes and bollards – all areas. Significant damage.
4. Brown flashing paint at roof line – parking structure. Significant damage.
5. Brown flashing paint - storage enclosure. Significant damage.
6. Red and pink paint - storage shed. Significant damage.

No lead was detected in the following:

1. Black fence paint – south perimeter fence
2. White column paint – central pump station

At the City Transit Yard, evidence of a former fueling station, and possibly underground fuel tanks, was observed. A Phase I / Phase II investigation, to identify past uses of the site and potential “recognized environmental conditions,” is recommended.

At both the Transit Center and Yard, subsurface materials, such as asbestos-cement (AC, or “Transite”) may be present. A review of existing utility plans may reveal their presence, location and quantity. AC pipe, when exposed during grading activities, must be removed under an SCAQMD-approved work plan (“Procedure 5”).

Project No. 16-454
March 13, 2017

Ms. Jun Fujita Hall, AIA
Project Manager for the Redondo Beach Transit Center
City of Redondo Beach
415 Diamond St., Door E
Redondo Beach, CA 90277

Subject: ASBESTOS AND LEAD SURVEY REPORTS
CITY TRANSIT CENTER RELOCATION PROJECT
1521 KINGSDALE AVENUE, REDONDO BEACH, CA 90278

FEDERAL PROJECT ID NO. CML-5093 (020)

INTRODUCTION

Ellis has conducted an inspection for possible asbestos-containing and lead-based materials at the subject site. The sampling was conducted prior to demolition of the City Transit Center, and the demolition/renovation of the concrete shade structure at the City Transit Yard located at 1521 Kingsdale Avenue (referred to by Caltrans as the “City Transit Center Relocation Project”).

To the best of our knowledge, this survey and report have been prepared in accordance with the document entitled Environmental Protocol Procedure and Deliverable Requirements, Caltrans 5/23/2016 (REV1), to include the following asbestos- and lead-specific components:

- a. pre-sampling survey
- b. survey sampling protocol to include collection, sampling and analysis methods
- c. characterization of asbestos waste stream(s)
- d. certification of the inspector as a CSST
- e. certification of the inspector as a CDPH lead inspector/assessor
- f. certification of the report preparer as a CAC
- g. certification of the report preparer as a CDPH lead inspector/assessor
- h. state laboratory certification

SITE DESCRIPTION

Address: 1521 Kingsdale Avenue (Galleria Shopping Center), Redondo Beach, CA 90278.

Building Descriptions:

The Transit Center forms the western boundary of the Galleria Floor 1 parking structure. A small interior ticket office, men's and women's restrooms, and bus parking area are included. Construction date is unknown but the structure is assumed to be in excess of 30 years old. Interior floors are resilient sheet flooring on concrete. Walls are ceramic tile on concrete or cinder block. Ceilings are wallboard or concrete. Total interior area is estimated at less than 1,000 s.f. not including the open air bus parking and columns area.

The Transit Yard provides parking and maintenance support for the City's only mass transit system. The concrete shade structure and nearby appurtenances will be demolished to make way for future improvements to the Yard. Only the main maintenance building will remain.

The open air concrete shade structure comprises app. 9,350 s.f (55' x 170'). Floors are asphalt or concrete. Framing is painted steel. Exterior walls that make up the north and south ends of the building are cinder block. The roof appears to be metal covered with bituminous felts. The structure was probably originally designed as a shade structure for city buses. Only automobiles were parked in the structure on the dates of inspection.

Client information indicates the California Department of Transportation is proposing to demolish the existing structures.

BACKGROUND

Asbestos-containing materials and lead-based paints have been widely used in the construction of public and commercial buildings since the 1930's. Insulation and fireproofing in more than 750,000 buildings in this country contain some quantity of asbestos. Lead paint was widely applied up until circa 1978, when concentrations of lead in paint began to be reduced.

In their normal state, most types of asbestos-containing building materials are unlikely to release airborne fibers. When broken up or disturbed improperly, however, asbestos fibers may become airborne. "Friable" materials – that is, materials that can be crushed using normal hand pressure – are more likely to release airborne fibers when disturbed improperly. Inhalation exposure to high levels of asbestos over long periods and/or ingestion of lead-based paint are associated with an increased incidence of cancer, respiratory, liver and other diseases.

Asbestos is primarily an inhalation hazard. Lead-based paint, when damaged (peeling or flaking), is primarily an ingestion hazard.

Any activity that could disturb asbestos materials or lead-based paint should be undertaken with care and in accordance with applicable law.

APPLICABLE REGULATIONS – ASBESTOS

Current state and federal regulations pertaining to asbestos are summarized below. The summary is not all-inclusive, and does not address specific removal or disposal requirements for individual materials.

NESHAPS

The National Emission Standard for Hazardous Air Pollutants (NESHAP), regulation 40 CFR Part 61, states that no visible emissions are allowed during building demolition or renovation activities which involve regulated asbestos-containing materials (RACMs). All buildings, regardless of construction date, must be surveyed for ACMs prior to demolition or renovation. The US EPA and/or the local air quality management district which implements US EPA actions must be notified prior to any building demolition, even if no ACMs are present. An ACM is defined as any material with an asbestos content of greater than one percent and which (a) is friable, or (b) Category I non-friable ACM that has or will become friable, or (c) Category II friable ACM that may become or will become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation.

According to NESHAP, ACM is material containing more than one percent asbestos as determined using the methods specified in Appendix A, Subpart E, 40 CFR Part 763, Section 1, PLM. The NESHAP classifies ACM as friable or non-friable. Friable ACM is ACM that contains more than one percent asbestos and when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Non-friable ACM also contains more than one percent asbestos and is further classified as either Category I ACM or Category II ACM. The materials are distinguished by their potential to release fibers when damaged. Category I ACMs are much more likely to release fibers when damaged.

In accordance with the US EPA's NESHAP regulation, facilities planned for renovation or demolition must be surveyed for the total amount of asbestos materials, which must be categorized as friable, Category 1 non-friable, and Category 2 non-friable ACMs.

Southern California Air Quality Management District (SCAQMD)

The SCAQMD is a government agency that regulates sources of air pollution within the area of the Los Angeles and surrounding counties. The District's regulating and enforcement authority comes from federal law. In response to the NESHAP requirements, the SCAQMD implemented Rule 1403 to specify work practice requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials (ACM). The requirements for demolition and renovation activities include asbestos surveying, notification, ACM removal procedures and time schedules, ACM handling and clean-up procedures, and storage, disposal, and landfiling requirements for asbestos-containing waste materials (ACWM). All operators are required to maintain records, including waste shipment records, and are required to use appropriate warning labels, signs, and markings.

AHERA

The Asbestos Hazard Emergency Response Act (AHERA) requires performance of asbestos surveys and the development of Asbestos Management Plans for all of the nation's primary and secondary schools. The general procedures mandated under AHERA are considered the industry standard and are applied to all surveys performed.

Cal-OSHA

Per Cal-OSHA standards, 1926.1101, Asbestos-Containing Construction Materials (ACCMs) are defined as any material with an asbestos content greater than one-tenth of one percent ($>0.1\%$). Cal-OSHA sets forth work requirements for disturbance of ACCMs including removal operations for all types of ACCMs. The requirements have been classified as Class I, Class II, Class III, or Class IV Asbestos related work. The classes are distinguished by their potential to release fibers. Cal-OSHA prescribes specific engineering controls and work practices for each Class of Asbestos related Work.

1. Class I – This Class refers to removal of ACMs identified as Thermal System Insulation (TSI) or surfacing (sprayed-on or troweled-on) materials. These materials are generally considered friable.
2. Class II – This Class refers to removal of ACMs identified that are not TSI or surfacing materials. These materials are generally considered non-friable.
3. Class III – This Class refers to repair and maintenance operations of all identified ACMs.
4. Class IV – This Class refers to incidental contact with identified ACMs such as custodial staff.

California Health and Safety Code

The California Health and Safety Code 25915 (former Connelly Bill) requires all building owners in the State of California to provide written notification to employees, tenants, and contractors of the presence and location of ACCMs within their buildings. Some exclusion to the notification rule for restricted access areas is allowed. All documentation related to asbestos surveys (and air monitoring) must be made available to employees, tenants, or contractors for review. ACCMs are defined as any materials with an asbestos content greater than one-tenth of one percent ($>0.1\%$). The California Health and Safety Code also require that a seller with any knowledge of ACMs on a property disclose such information or knowledge to other parties involved in a real estate transaction.

Building Demolition / Renovation

In accordance with the US EPA's NESHAPs regulation and the SCAQMD, all structures planned for renovation or demolition must be surveyed for ACMs prior to the planned renovation or demolition. Subsequent removal of identified ACMs is also required. Removal involves, to the greatest extent practical, the complete removal, disposal, and replacement, if necessary, of the ACMs. Removal usually also requires encapsulation of the remaining structure to lock down residual fibers which may exist. Removal of ACMs is required prior to renovation and/or demolition activities. The US EPA and SCAQMD require removal of all RACMs prior to demolition or renovation. RACMs include friable and non-friable (Category I and II) which have or will become friable by demolition or renovation activities.

APPLICABLE REGULATIONS - LEAD

California Title 8. Industrial Relations, Division 1, Department of Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 4, Construction Safety Orders, Article 4, Dusts, Fumes, Mists, Vapors, and Gases, §1532.1, Lead.

This section applies to all construction work where an employee may be occupationally exposed to lead. All construction work excluded from coverage in the general industry standard for lead by section 5198(a)(2) is covered by this standard. Construction work is defined as work for construction, alteration and/or repair, including painting and decorating. It includes but is not limited to the following [applicable portions in bold text]:

- (1) Demolition or salvage of structures where lead or materials containing lead are present;**
- (2) Removal or encapsulation of materials containing lead;**
- (3) New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- (4) Installation of products containing lead;
- (5) Lead contamination/emergency cleanup;
- (6) Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed, and**
- (7) Maintenance operations associated with the construction activities described in this subsection.

California Health & Safety Code 17961 et al.

Deems a building to be in violation of state law if it contains lead hazards, and requires local enforcement agencies to enforce provisions related to lead hazards. Makes it a crime for a person to engage in specified acts related to lead hazard evaluation, abatement, and lead-related construction courses, unless certified or accredited by the Department. Permits local enforcement agencies to order the abatement of lead hazards or issue a cease and desist order in response to lead hazards.

California Labor Code 6716 to 6717 Lead-Related Activities in Construction Work

Provides for the establishment of standards that protect the health and safety of employees who engage in lead-related construction work, including construction, demolition, renovation and repair.

California Code of Regulations, Title 17, Section 35001

Includes requirements for lead hazard evaluation and abatement activities, accreditation of training providers, and certification of individuals engaged in lead-based paint activities.

METHODOLOGY

Bulk Sampling of Suspect Asbestos-Containing Materials

A sampling plan was first prepared, listing each material to be sampled, sample location, and material condition. Accessible building materials were visually inspected using the methods presented in the Federal Asbestos Hazard Emergency Response Act (AHERA) regulations (40 CFR,

Part 763) as a guideline. AHERA was originally only applicable to schools, however state and federal Occupational Safety and Health Administration (OSHA) and Asbestos School Hazard Abatement and Reauthorization Act (ASHARA) have adopted the AHERA sampling methodology for all buildings subject to demolition or renovation.

Bulk samples of all suspect ACM homogeneous materials were collected. A homogeneous material is defined as a surfacing material, thermal system insulation, or miscellaneous material that is uniform in color, texture and age of construction. Examples of homogeneous materials include:

- Pipe-insulation produced by the same manufacturer and installed during the same time period;
- Resilient flooring of identical color and pattern;
- Troweled on surfacing materials located in contiguous areas.

The structures were visually inspected for the presence of suspect materials. As materials were identified, bulk samples were obtained with the aid of a coring device or other hand tool and placed into individual sampling bags. Each sample was given a discrete identification number and recorded on field notes as well as chain-of-custody forms. Bulk samples were transported to and analyzed at AmeriSci Laboratories in Carson California. Analysis method used: 40 CFR Part 763, Subpart F, Appendix A. (AHERA Final Rule). Results expressed in percent of measured area.

Cal-OSHA defines asbestos containing construction materials (ACCM) as those materials having asbestos content of greater than one tenth of one percent ($>0.1\%$). When None Detected (ND) appears in this report, it should be interpreted as meaning no asbestos was observed in the sample material above the reliable limit of detection for the PLM method employed.

Note: under EPA assessment criteria, if a single sample of a homogeneous material tests positive for asbestos, all homogeneous materials within that building are considered to be asbestos containing.

Bulk Sampling of Suspect Lead Containing Materials

Following initial sampling and analysis with an XRF analyzer, suspected lead containing materials were collected using a hand scraper, small chisel, or other tool. Each sample was placed into an individual plastic sampling container with a unique identification number. The samples were hand delivered to AmeriSci Laboratories in Carson California for initial analysis using EPA Method SW846-3050B-7000B, then later by EPA Method 6010 in combination with WET (TTLC) and TCLP methods to assist in initial waste profiling efforts. (When “<” appears in the lead analysis report, it should be interpreted as meaning below the analytical detection limit.) Samples of ceramic tiles were submitted for analysis by TTLC (total threshold limit concentration). All samples were collected by EPA-accredited building inspectors and lead inspectors/assessors employed by Ellis.

INACCESSIBLE AREAS

Not all walls, ceilings or floors were demolished to gain complete visual access. The abandoned pump station roof was inaccessible and is therefore assumed asbestos-containing. During demolition efforts, suspect materials exposed behind walls or under slabs (e.g. pipe insulation in walls, asbestos-cement pipe under concrete slabs, etc.) may be exposed. If not identified in this report, they should

be sampled prior to disturbance.

RESULTS

Refer to the attached laboratory results, summarized below.

TRANSIT CENTER - ASBESTOS

No asbestos was detected in any of the materials sampled, which included:

1. Office ceiling and wall plaster
2. Round plaster columns
3. Concrete square columns
4. Exterior floor tile grout
5. Slab level coat
6. Concrete slab
7. Surfacing/mastic

Asbestos Waste Stream Characterization: No asbestos materials were identified.

TRANSIT YARD - ASBESTOS

Asbestos is assumed present in:

- 1. Roofing materials on the abandoned pump station roof. Quantity: app. 730 s.f.*
Condition: unknown. Number of layers: unknown.**

* not for bidding purposes; field verify all quantities.

No asbestos was detected in any of the materials sampled, which included:

1. CMU wall/grout
2. Roofing felt
3. NE block wall
4. Terracotta debris
5. Concrete slab roof
6. Concrete slab
7. Asphalt debris
8. Foundation caulking
9. Roofing adhesive/tar

Asbestos Waste Stream Characterization: Roofing material (assumed asbestos) will be transported and disposed of as non-friable asbestos containing waste. No other asbestos materials were identified.

Removal of any material containing asbestos in an amount greater than one percent is regulated under EPA-SCAQMD Rule 1403, 29 CFR 1926.1101 (federal OSHA) and other state and local

guidelines. Removal of any material containing asbestos in an amount greater than 0.1 percent is regulated under Cal-OSHA Title 8 Section 1529.

TRANSIT CENTER – LEAD-CONTAINING PAINT

Lead based paint was identified in the following:

1. Red curb paint – 2700 mg/kg. Condition – intact. App. = 1,000 l.f.*

* not for bidding purposes; field verify all quantities.

SAMPLE NO.	PAINT DESCRIPTION	APP. QTY. DAMAGED*	TOTAL LEAD (mg/kg)	TCLP (mg/L)
11906L	Red curb paint	Intact	2700	<0.4
No other lead-based paints or ceramic tiles were identified.				

Lead Waste Stream Characterization: If the red-painted curb will be demolished and removed as part of the demolition project, that phase of the demolition should occur first. The work will be performed by lead-trained workers within a lead-regulated work area, and stockpiled separately. Profile the mixed waste for lead content prior to packaging, transport and disposal.

No lead was detected in the following:

1. Beige paint on concrete walls
2. Black paint on door frames
3. Dark peach wall tile
4. Black window frames
5. Blue wall tile
6. Gray terrazzo floor
7. Light peach wall tile
8. White square column paint
9. Beige door paint
10. Gray door paint
11. Pink door paint
12. White door frame paint
13. White ceramic wall tile
14. Blue curb side paint
15. White exterior ceramic counter
16. White round column paint

TRANSIT YARD – LEAD-CONTAINING PAINT

Any damaged (peeling and flaking) paint should be stabilized by a licensed abatement contractor

prior to demolition. Remove stabilized components in whole sections and profile representative generated waste prior to transport or disposal. No other precautions are required unless one or more of the attached “Lead Trigger Tasks” are employed.

SAMPLE NO.	PAINT DESCRIPTION	APP. QTY. DAMAGED*	TOTAL LEAD (mg/kg)	TCLP (mg/L)
11801L	Brown/yellow column paint	1000 s.f.	13,000	290
11802L	Yellow light stand paint	200 s.f.	1,300	---
11803L	Yellow paint on curb and pedestals	200 s.f.	780	0,71
11804L	Brown paint on flashing	200 s.f.	930	15
PSP	Red paint on storage shed	250 s.f.	20,000	24

--- = none detected

* not for bidding purposes; field verify all quantities.

No lead was detected in black paint on south perimeter fencing.

SUMMARY AND RECOMMENDATIONS

ASBESTOS

Transit Center

No asbestos was detected in accessible materials sampled.

Transit Yard

Asbestos is assumed present in inaccessible roofing materials above the abandoned pump station. Retain a licensed abatement contractor to remove this material prior to demolition.

No asbestos was detected in accessible materials sampled.

Transit Center and Yard - Subsurface materials, such as asbestos-cement (AC, or “Transite”) *may* be concealed under concrete slabs. A review of existing utility plans may reveal their presence, location and quantity. AC pipe, when exposed during grading activities, must be removed under an SCAQMD-approved work plan (“Procedure 5”).

LEAD

Contractor shall submit a site-specific Lead Compliance Plan (LCP) as per requirements of 8 CCR, Section §1532.1, “Lead,” and Cal-OSHA Construction Safety Orders. The Plan shall document a compliance program to prevent or minimize worker exposure to lead. Include items listed in 8 CA Code of Regs § 1532.1(e)(2)(B). Allow 7 days for the Engineer's review. Obtain authorization for the plan **before starting any activity** that presents the potential for lead exposure. Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance plan. Submit copies of air monitoring or job site inspection reports made by or under the direction of a California Certified Lead Assessor within 10 days after the date of monitoring or inspection. Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for State employees, state and federal inspectors, Owner-retained hygienists, and other authorized entities. Refer to Caltrans Standard Specification (2015), Section 14 for specific LCP requirements.

Transit Center

See Appendix A for the Lead Work Plan. Lead was identified only in red curb paint. The material was intact and undamaged on the date of inspection. Removal is not required unless the curb will be demolished. If so, and to the extent possible, remove stable components in whole sections. Profile generated waste prior to transport or disposal. “Spot abate” any cut lines or jackhammer lines prior to mechanical demolition, or if one or more of the attached “Lead Trigger Tasks” will be employed.

Transit Yard

See Appendix A for the Lead Work Plan. Lead is present in yellow and brown paint on columns, curbs and flashing, and in red paint on a small storage shed. All areas exhibited significant damage on the date of inspection. Material removed during stabilization efforts, and any waste generated as a result of stripping, blasting or other separation of paint from its substrate, will be classified as California and/or Federal hazardous waste.

Retain a licensed abatement contractor to stabilize all damaged/contaminated surfaces. Separate generated paint chip waste into marked, labeled drums. Do not mix lead paint chip waste with any other waste (e.g. PPE).

Lead Waste Stream Characterization: Based on TTLC and TCLP results, paint chip waste will be categorized as federal (RCRA) hazardous waste.

For remaining structural steel with stabilized lead paint, and prior to demolition:

1. Retain an abatement contractor to chemically strip paint from structural steel prior to demolition. At his or her option, the Contractor may opt to bring the structure down first, to provide better access to painted columns and beams. At all torch cutting points, saw cutting points, or other locations where mechanical cutting or breaking methods will be employed to bring down the structure, perform spot abatement of lead-containing paint prior to torch cut, saw cut or other mechanical break location.

2. Remaining lead-based paint may be removed from within a lead-regulated enclosure, after the structure is dropped. Where chemical strippers are used, this work may be performed on 10- mil or double 6-mil poly sheeting from within an open air, lead-regulated area (signs, barrier tape, decon unit). Where blasting methods will be used, perform all work from within an enclosed work area. 2 layers 6-mil FR poly minimum, -0.2 mg negative air, 3-stage decon, etc.
3. In some cases, it may not be feasible to remove paint from damaged or rotted wooden or steel substrates. Where removal is not feasible and where intact, paint-stabilized steel or wood must be removed with paint intact, notify disposal or recycling center of TTLC and TCLP results. Provide proof of receipt from TSD and/or recycling facility.

A review of laboratory results indicates the current potential for elevated concentrations of lead in surface dust beneath the concrete structure. Pre-cleaning of the floor here should be prioritized as the first step in the lead abatement process.

Transit Center and Transit Yard Inaccessible Areas

Perform small-scale, exploratory penetration of interior walls and ceilings as the first step in the demolition process, to expose any hidden pipe insulation and/or other materials, particularly in the Transit Center. Hard-packed insulation and elbows would be suspect, and should be sampled prior to disturbance.

Health and Safety Plan (HaSP)

A health and safety plan, or HaSP, is a plan for a workplace that is designed in accordance with the legislative requirements covering the roles and responsibilities of the staff, an emergency action plan etc. A health and safety plan is designed to serve and protect the individuals affected by the organization in all matters of health, wellbeing and safety.

The HaSP is required for this project site. It must be specific to the job site and will include the unique, potential hazards associated with this site.

Examples may include:

- Ladder tie-off requirements for the abandoned pump station.
- Safety precautions during torch cutting and dropping of the steel Yard structure.
- Pre-testing and cleaning of potential lead-contaminated floors beneath the Yard shade structure.

A “site specific” health and safety plan mainly describes the hazards involved in the project, how they can be overcome and what sort of equipment will be used to overcome the problem. Health and safety plans will differ from job to job, but the underlying theme of every plan is that it should not only take care of the health and safety of the employees, but also ensure safety for visitors of the premises and the passersby¹.

1 SOURCE: www.safeopedia.com

STATEMENT OF INDEPENDENCE

Ellis is a privately-held company and is not affiliated with any financial institution or other corporate entity. Ellis is retained as an independent contractor to provide objective, impartial investigation or analytical services regarding environmentally regulated hazardous or toxic materials. This report is not an endorsement or rejection of any specific methods used in handling or transport of potentially hazardous chemicals. Nor is intended as a complete hazardous materials survey of the entire building or facility. Ellis provides independent testing for asbestos, lead, indoor air contaminants and other potentially hazardous materials. The company and its employees are certified and licensed to practice in the State of California. Retained laboratories are accredited by the EPA, AREAL, NIOSH, AIHA, and CARB.

SIGNATORY

Respectfully,
ELLIS ENVIRONMENTAL MANAGEMENT, INC.

Duane E. Behrens, President
CAL/OSHA Cert. CAC #92-0226
CDPH Lead Inspector/Assessor #7914

DAMAGED LEAD PAINT – QUANTITY TAKEOFFS*

TRANSIT YARD - CONCRETE SHADE BUILDING

Damaged lead-based paint exists on yellow and brown columns, yellow bollards, drain pipes, brown flashing and yellow curbs.

Yellow and brown columns:	10 columns @ 40 s.f. each =	400 s.f.
Yellow and brown columns:	4 columns @ 56 s.f. each =	224 s.f.
Yellow 4" dia. bollards:	56 bollards @ 4.2 s.f. each =	235 s.f.
Yellow 6" dia. drain pipes:	2 pipes @ 17 s.f. each =	34 s.f.
Yellow 6" dia. Drain pipes	4 pipes @ 14 s.f. each =	56 s.f.
Brown flashing at roof	460 l.f x 2" width =	80 s.f.
Yellow painted curbs	6 curbs @ 45 s.f. each =	270 s.f.
Red and pink storage shed paint		<u>250 s.f.</u>
		1,550 s.f.

OTHER MISC SURFACES

Damaged lead paint on abandoned pump station, concrete bench wall, and chain link enclosure.
Total damaged quantity estimated at app.300 s.f.

* not for bidding purposes; field verify all quantities.

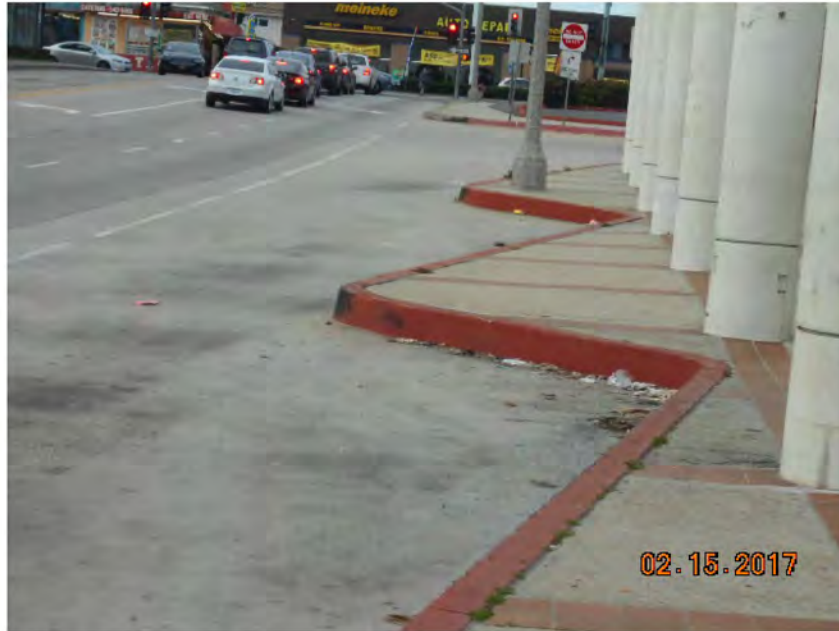
PHOTOGRAPHS – TRANSIT CENTER



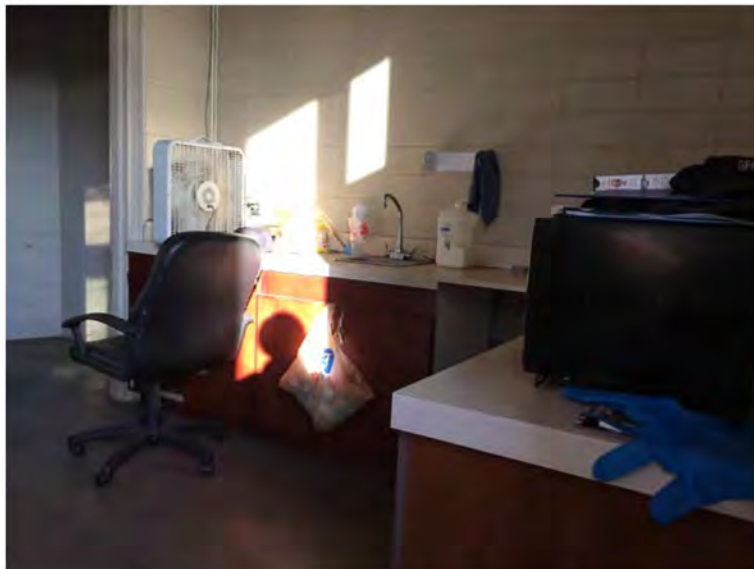
1. Redondo Beach Transit Center



2. Existing RB Transit Center bus parking. Round plaster columns. No lead or asbestos in the columns; **lead was identified in red-painted, concrete curbs.**



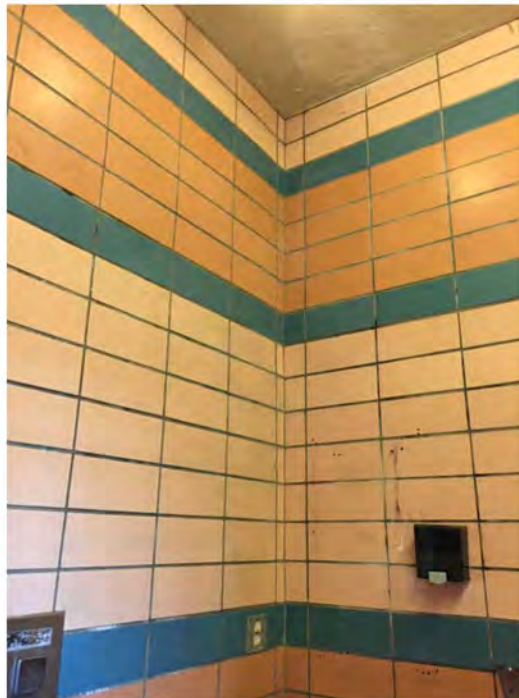
3. Red-painted curb; lead-based. See drawing for curb locations.



4. Existing Transit Center Office; no asbestos or lead identified.



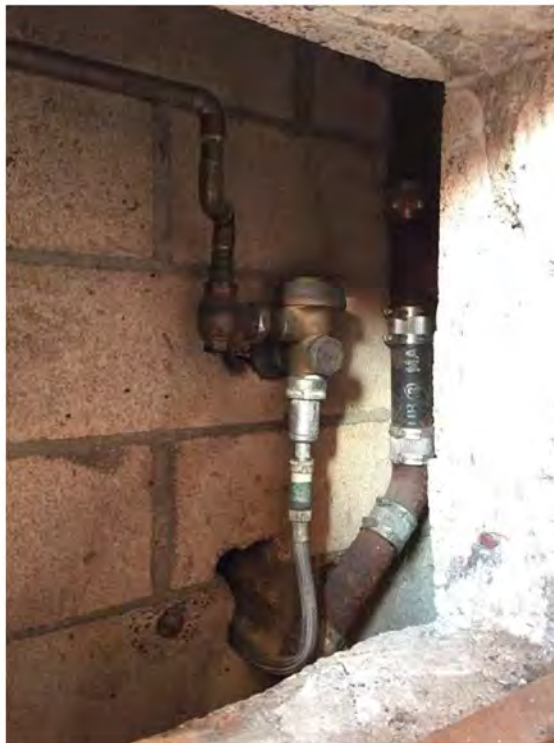
5. Exterior ceramic tile (non-lead) and pipe insulation (non-asbestos)



6. Exterior ceramic tile (non-lead).



7. Utility closet – fiberglass pipe insulation - no asbestos or lead detected.



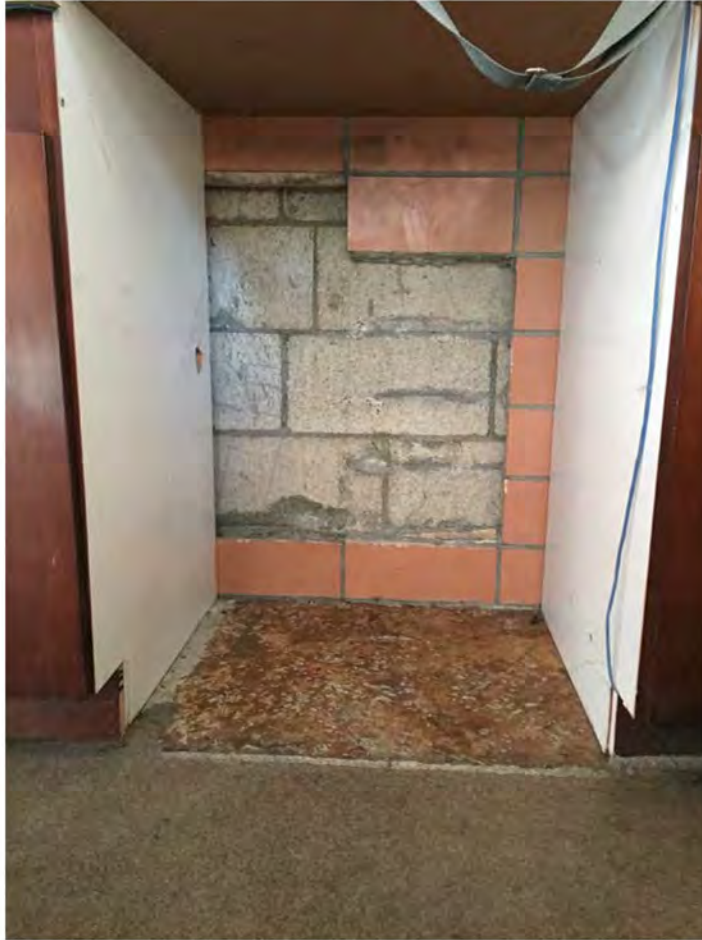
8. Cinder block, Gas and drain lines. No asbestos.



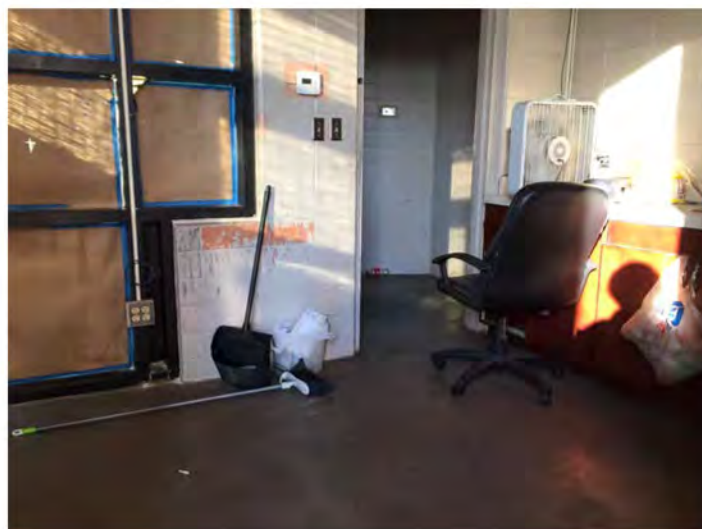
9. Concrete square columns – no asbestos or lead. Lead is present in red curb paint.



10. Exterior concrete, terrazzo tile, level coat and concrete substrate. No asbestos or lead.



11. Textured flooring and mastic in office. No asbestos or lead.



12. Office, interior walls. No asbestos or lead.

PHOTOGRAPHS – TRANSIT YARD



1. Concrete shade structure, looking southwest.



2. Concrete shade structure, looking northeast. The upper, south roof overlaps the lower north roof by approximately 10 feet.



3. North cinderblock face of concrete shade structure



4A. Damaged yellow and brown paint on columns



4B. Damaged yellow and brown paint on columns

(above) Concrete Shade Structure, Inner Columns



4C. yellow curbs and bollards

(above) Concrete Shade Structure, Inner Columns



5A. Abandoned pump station. (Unknown if tanks remain here.)



5B Yellow curb paint at pump station.



5C Yellow bollard paint at pump station.



6 Storage Shed

Appendix A

Lead Work Plan

Lead-Based Paint Abatement and Cleanup Guidelines

A. Scope:

Lead-related work under this contract includes removal of the following lead-based paints:

Transit Center – red curb paint. Intact.

Yard - brown and yellow column paint - parking structure. Significant damage.

Yard - yellow light stands, curbs, pedestals, parking structure. Sig. damage.

Yard - yellow curbs, drain pipes and bollards – all areas. Significant damage.

Yard - brown flashing paint at roof line – parking structure. Significant damage.

Yard - brown flashing paint - storage enclosure. Significant damage.

Yard - red and pink paint - storage shed. Significant damage.

Transit Center

Lead was identified only in red curb paint. The material was intact and undamaged on the date of inspection. Removal is not required unless the curb will be demolished. If so, and to the extent possible, remove stable components in whole sections. Profile generated waste prior to transport or disposal. “Spot abate” any cut lines or jackhammer lines prior to mechanical demolition, or if one or more of the attached “Lead Trigger Tasks” will be employed.

Transit Yard

Lead is present on intact yellow and brown paint on columns, curbs and flashing, and in red paint on a small storage shed. All areas exhibited significant damage on the date of inspection. Material removed during stabilization efforts, and any waste generated as a result of stripping, blasting or other separation of paint from its substrate, will be classified as California and/or Federal hazardous waste.

The contractor shall provide all labor, materials, tools, equipment, services, testing supervision and incidentals necessary to perform lead-related work under this contract and in accordance with the following sections. Following removal, an independent testing agency will perform clearance testing in accordance with the procedures outlined below.

B. General Requirements:

- Prohibit visible dust at all times, using a combination of wetting, HEPA vacuuming, critical barriers around work and other engineering controls outlined herein.

- Remove all paint from identified substrates. “Stabilization” (removal of only loose and flaking paint) is generally prohibited.
- In some cases - e.g. paint on wood, paint on rusted metal flashing, etc. - separation of paint from its substrate may not be feasible. For these unique surfaces, the Contractor may seek approval to (a) first remove all damaged paint, then (b) remove, wrap and profile remaining waste for transport and disposal.
- Mixing of concrete with paint containing hazardous levels of lead is prohibited.
- Separate lead-containing waste from regular construction debris. Place lead-containing waste generated during stripping activities into sealed drums, appropriately labeled with lead warning stickers.
- Do not mix non-lead with lead-containing paint.
- All workers who perform lead-related work shall be currently certified by the Lead Accreditation and Certification Unit, California Department of Health Services.

C. Insurance:

See Owner’s General Conditions.

D. Submittals:

- Provide certificates of training, ongoing blood lead level (BLL) data, respiratory fit test dates and a physician’s written opinion for all demolition, abatement and cleanup personnel who will be performing the work under this contract.
- Provide proof of “Class B” Contractor Licensure (B&P S7000)
- Notification to CDPH Form 8551, 5 days prior to work.

E. Schedule:

Work shall be commenced on the date stipulated in the Owner’s Notice to Proceed.

F. Removal Sections

Section 1.0 Protection of Occupants

- 1.1 Insure that the interior of the work area remains unoccupied throughout the lead abatement project. Post appropriate notices at all containment entrances. Install poly at all windows, doors, supply ducts and other potential air entries to the building interior. Notify Ellis and call for inspection of engineering controls prior to beginning removal. Do not allow re-occupancy until after successful clearance sampling has been documented inside the structure. All wipe samples collected inside the work area must be less than 250 ug/s.f. prior to removal of engineering controls.

Section 2.0 Site Preparation

- 2.1 Post flagging or rope around the work area with signs reading, "CAUTION. LEAD HAZARD. DO NOT ENTER THIS WORK AREA UNLESS AUTHORIZED." At the entrance to the work area, post the phone numbers of the designated emergency coordinator (usually the Client's representative), a copy of all required notifications, and the location of emergency equipment such as fire extinguishers.
- 2.2 Correct any conditions that may impede work. Remove or protect all items which must remain in the work area. Identify sources for water and electrical power. Notify Client's representative if power sources within the building will not be sufficient.
- 2.3 If blasting media will be employed, provide an air-tight enclosure of double layered, 6-mil, fire-retardant poly sheeting at all work area penetrations. (See Section 2.7 below.) Install regulated area with caution tape and hazardous warning tape. Place 3-stage decontamination unit at work area entrance.
- 2.4 Seal any floor penetrations and/or seams where water or debris may enter into drains.
- 2.5 Install a cleaning chamber for workers, to include a walk off pan, water, towels, etc. Dispose of contaminated work suits and other materials as lead waste. Arrange cleaning chamber and visual barriers to prohibit workers being seen in public wearing respirators or other personal protective equipment.
- 2.6 Sandblasting or other mechanical removal methods will require prior written authorization by Owner or Owner's representative. Where approved, install full containment consisting of 2 layers of poly sheeting on non-abated surfaces, a 3-stage decon unit, negative air enclosure, etc. Call for inspection. Provide a means of wetting and misting the work area in areas where sandblasting is required. Generally, this will require an electric airless sprayer located in the work area with 25-50' reinforced hoses and a mister gun. Submit any alternative for approval.
- 2.7 Protect adjacent surfaces not scheduled for stabilization with fire-resistant polyethylene sheeting or other temporary cover.
- 2.8 Provide sufficient drums to (a) store generated paint debris and blasting media, and (b) store filtered water prior to testing and disposal. Do not allow protective clothing and respirators to be worn outside of the regulated area.

Section 3.0 Waste Storage and Transport

- 3.1 Coordinate with the Client for safe storage of waste on-site in sealed drums prior to disposal. Provide a staged filtering system sufficient to bring all water generated during stabilization into state and local wastewater compliance (5 ppm). Provide certified test results prior to disposal. Store water on site in drums or approved tank until results are received.
- 3.2 Contactor will need to contract for the transport of generated hazardous (dry) waste. Contractor is responsible to restrict access to storage areas by use of locks and fencing as necessary. Provide and install appropriate labels on the exterior of all waste drums. Separate hazardous from non-hazardous waste (if any).
- 3.3 Do not mix hazardous and non-hazardous wastes. Do not mix several different hazardous wastes. Avoid spills or leaks, since cleanup materials and tools must then also be considered hazardous. When using solvents, completely rinse and clean before disposing of containers. Avoid using more of any hazardous chemical or solvent than necessary. Do not dispose of any unused solvents.
- 3.4 Document and submit to the Client's representative the type, brand and quantity of any hazardous chemicals or solvent proposed for use. When containers, such as drums, must be stored outside an approved dumpster, mark each container clearly; include the contents and the date the waste was generated. Such temporary storage shall be as a last resort, in a positively secured area, and only with approval of the Client.

Section 4.0 Maintenance of Regulated Area

Maintain the integrity of all poly sheeting, signs and visual barriers throughout the work period, regardless of work activities. Inspect the work area at least twice daily. Replace damaged materials immediately.

Section 5.0 Control of the Work Area

- 5.1 At all times, control access to sandblasting work area only to the Contractor's work force, authorized Client's representatives and authorized federal, state and local authorities. For each person entering the work area, require and record identification and sign-in prior to entrance.
- 5.2 Avoid dispersion of lead based paint by requiring disposable suits and foot booties

within the work area. Maintain an ongoing cleaning program at all times work is in progress, to include (1) immediate bagging of all debris (2) maintenance of the worker decontamination system, and (3) wet-wiping of interior containment barriers. Provide for regular cleaning of all tools, equipment, and worker protection gear.

Section 6.0 Encapsulation

Encapsulate stripped surfaces with an approved encapsulant. Check with owner/general contractor to insure compatibility with subsequent surface coatings.

Section 7.0 Chemical Removal Methods

- 7.1 Any chemical paint stripper used must not contain methylene chloride.
- 7.2 Use a lead cleaning agent which does not contain trisodium phosphate.
- 7.3 Provide MSD information for stripping agent. Contractor assumes full responsibility for using the product according to manufacturer's recommendations and warranty.

Section 8.0 Mechanical and Water Removal Methods

- 8.1 Do not use abrasive disk sanders as a removal method; a HEPA-equipped sander may be used with prior approval. The potential for production of lead dust increases when the sanding disk is wider than the surface being abated. For all areas where abrasive sanding is required, provide HEPA ventilation at the source of removal.
- 8.2 When using sandblasting equipment, provide proof of compliance with ASME, OSHA, and all codes that govern the removal and handling of hazardous materials.
- 8.3 Protect adjacent surfaces from damage during work.

Section 9.0 Daily Cleanup

Sweep up and collect small debris only after the affected surfaces have been sprayed with a fine mist of water, to keep surface dust from becoming airborne and potentially contaminating other areas of the property. Dry sweeping is prohibited. Drum as lead-contaminated waste.

Section 10.0 Final Cleanup

- 10.1 At the conclusion of the abatement process, clean all accessible surfaces in the work area with a HEPA-filtered vacuum and/or wet wiping techniques. Start at the highest accessible point and work down. Provide sufficient time within the

abatement process to perform this cleanup step thoroughly.

- 10.2 Use detergent as part of the cleanup process only with prior approval and only in conjunction with HEPA vacuuming techniques. Do not use high-phosphate detergents. Follow manufacturer's directions.
- 10.3 Supply an adequate supply of wringer buckets, mops, squeegee sponge mops, variously sized hand sponges, and rags.
- 10.4 Change the cleaning mixture frequently.
- 10.5 Following successful clearance sampling (see below), plastic sheeting covering floors and walls shall be sprayed, lifted and HEPA vacuumed prior to removal. Carefully fold sheeting from corners and ends toward the middle and place into 6-mil bags; seal. Store in designated storage areas.

Section 11.0 Visual Inspections

Call for a visual inspection of all affected areas following the preliminary cleanup. If the results of the visual inspection are unsatisfactory, re-clean affected surfaces in accordance with the inspector's instructions until satisfactory results are achieved.

Section 12.0 Clearance Testing

Following successful initial and final visual inspections, surface dust sampling will be conducted by the Client's representative, using EPA approved wipes moistened with a non-alcohol wetting agent. Samples will be collected from non-lead surfaces adjacent to abated surfaces both inside and outside the work area, and/or as deemed appropriate by Owner's representative. Results shall be less than 250 ug/sf. Repeat cleaning process and call for new inspection until passing results are achieved.

Section 13.0 Waste Evaluation

- 13.1 Contractor, at his/her option, may perform a small test removal as the initial step of the abatement process. Evaluate the waste from this test removal to ensure effective planning for proper waste storage and disposal.
- 13.2 Avoid mixing hazardous and non-hazardous wastes. Separate each waste category into one of the following:
 - i. Lead paint chips.
 - ii. Lead paint dust and blasting media (if generated).

- iii. Non-lead containing debris (decontaminated plastic sheeting, tape, etc.)
- iv. Liquid waste (if generated).
- v. Solvents or caustics.
- vi. Other construction waste.

- 13.3 Transport of lead-containing waste shall be performed by a licensed hazardous waste hauler. Transport and deliver to a licensed TSDF. Provide proof that the facility has received results of lead waste profile results.

Section 14.0 Generator Status/EPA Generator Number

Coordinate procurement of appropriate EPA generator numbers with the Client's representative after performing an accurate profile and categorization of generated waste.

Section 15.0 Worker Protection

- 15.1 All workers shall have successfully completed training in Lead Paint Abatement Health and Safety Training. The Contractor shall additionally adhere to all worker training requirements listed in 29CFR 1532.1.
- 15.2 All workers shall be provided with baseline and post stabilization blood lead level screens determined by the whole blood lead method utilizing Vena-Puncture technique. In addition, the Contractor shall have a physical performed on each employee. Workers shall be removed from the work area if his or her blood lead level is 50 ug/dl or greater. Submit results of medical surveillance to the Client's representative prior to final payment.
- 15.3 Provide approved respirators for all workers, foremen, superintendents and authorized visitors. Provide a sufficient number of replacement filters.
- 15.4 Refer to CFR29 1532.1 (e) Table 1 - Respiratory Protection for Lead Aerosols. Provide minimum respiratory protection as indicated.
- 15.5 Workers shall wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn inside the work area after the area passes pre-stabilization inspection and shall remain in use until the area passes final clearance.
- 15.6 Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on an MSDS sheet.

- 15.7 Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be required when handling some products. Consult the appropriate MSDS sheet and obtain proper filters as necessary.
- 15.8 Do not eat, drink or smoke in the work area.
- 15.9 Ensure that each worker thoroughly washes and decontaminates prior to leaving the work area. Provide wash facilities to include running potable water, towels, and a HEPA vacuum. Upon leaving the work area, each worker will remove and dispose of work suit wash and dry face and hands, and vacuum.
- 15.10 Don disposable clothing prior to entering work area. Provide a clean room to put on suits and other personal protective equipment. Use disposable clothing only once.
- 15.11 Provide portable restrooms at a location designated by Client. Clean daily.

Appendix B

Lead Trigger Tasks

LEAD - "TRIGGER TASKS"

(SOURCE: California Title 8 Section 1532.1.)

Following testing, Construction Managers and Superintendents may use the following to decide whether (and for how long) an abatement contractor should be retained during disturbance of painted surfaces.

Paint Categories

1. Lead-Based. >.06% Lead by Weight. Start-to-finish, retain an abatement contractor to perform trigger tasks listed below.
2. Lead-Containing. 0.009 – 0.06% lead by weight. Retain an abatement contractor to perform only an initial "Negative Exposure Assessment" for the trigger tasks listed below. Low results- no further precautions required.
3. Non-Lead-Containing <.009% lead by weight. No special lead-related precautions required.

Lowest Exposure Trigger Tasks:

Unless proven otherwise (NEA), assume exposures greater than 50 and up to 500 µg/m³ where lead-based coatings or paint are present:

- manual demolition of structures
- manual scraping
- manual sanding
- heat gun applications
- power tool cleaning with dust collection system
- spray painting with lead
- any other task where employees may be exposed over the PEL.

Medium Exposure Trigger Tasks:

Unless proven otherwise (NEA), assume exposures greater than 500 and up to 2,500 µg/m³ where lead-based coatings or paint are present:

- use of lead-containing mortar
- lead burning
- rivet busting
- power tool cleaning without dust collection systems
- cleanup of dry expendable abrasives
- abrasive blasting enclosure movement and removal

Highest Exposure Trigger Tasks:

Assume exposures greater than 2,500 µg/m³ unless proven otherwise where lead-based coatings or paint are present:

- abrasive blasting
- welding
- cutting
- torch burning

Appendix C
Location Map / Sample Locations

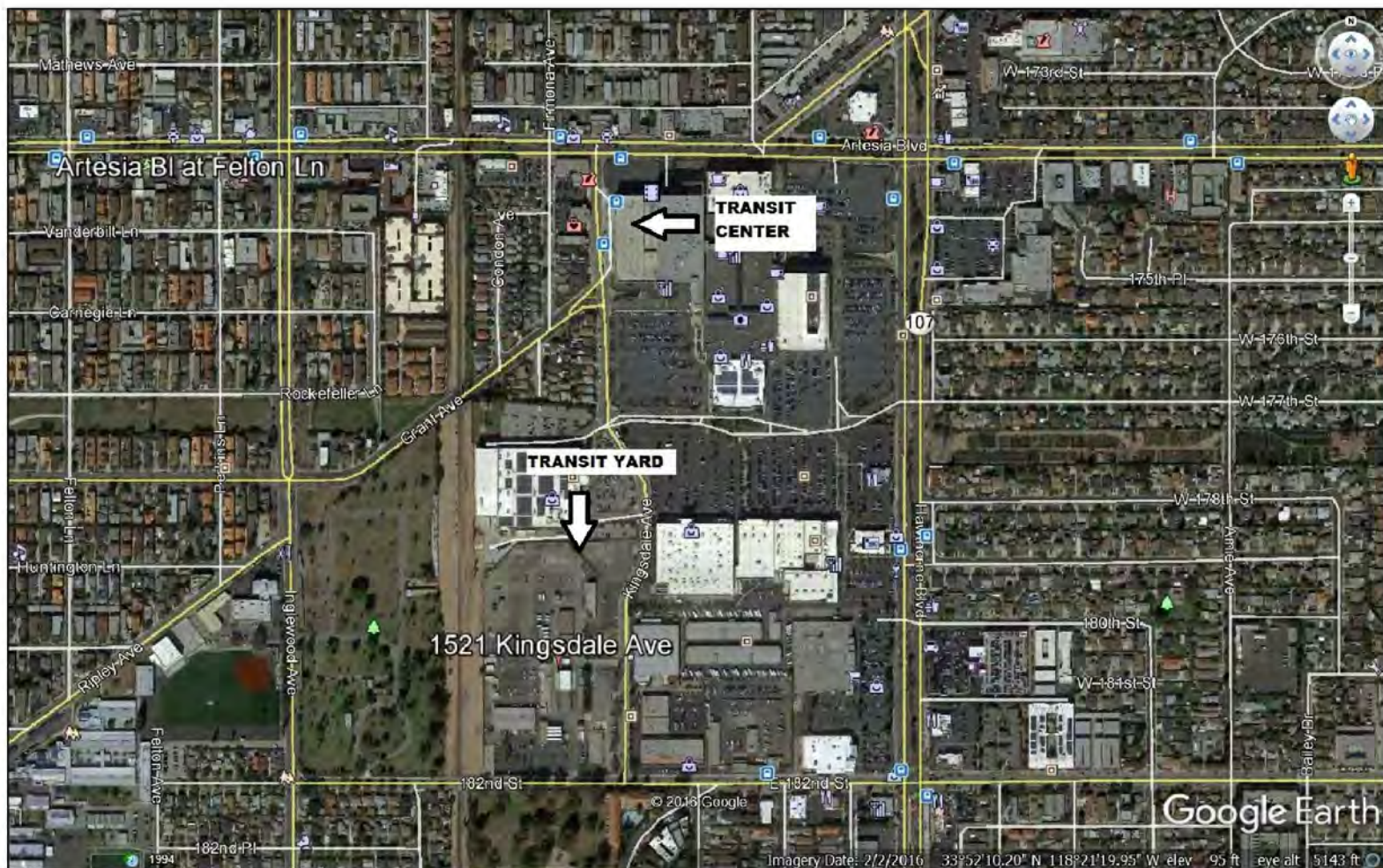


Figure 1: Location Map
 Southbay Transit Center and Yard
 Kingsdale Avenue
 Redondo Beach, CA 90278

Firm Name and Address

Ellis Environmental Mgmt, Inc.
 430 Silver Spur Rd., Suite 201
 Rancho Palos Verdes, CA 90275

Client Name and Address

Redondo Beach, CA
 415 Diamond Street
 Redondo Beach, CA 90277

Project #
 16-454

Date
 02/16/2017

Sheet

1 of 2

Ellis

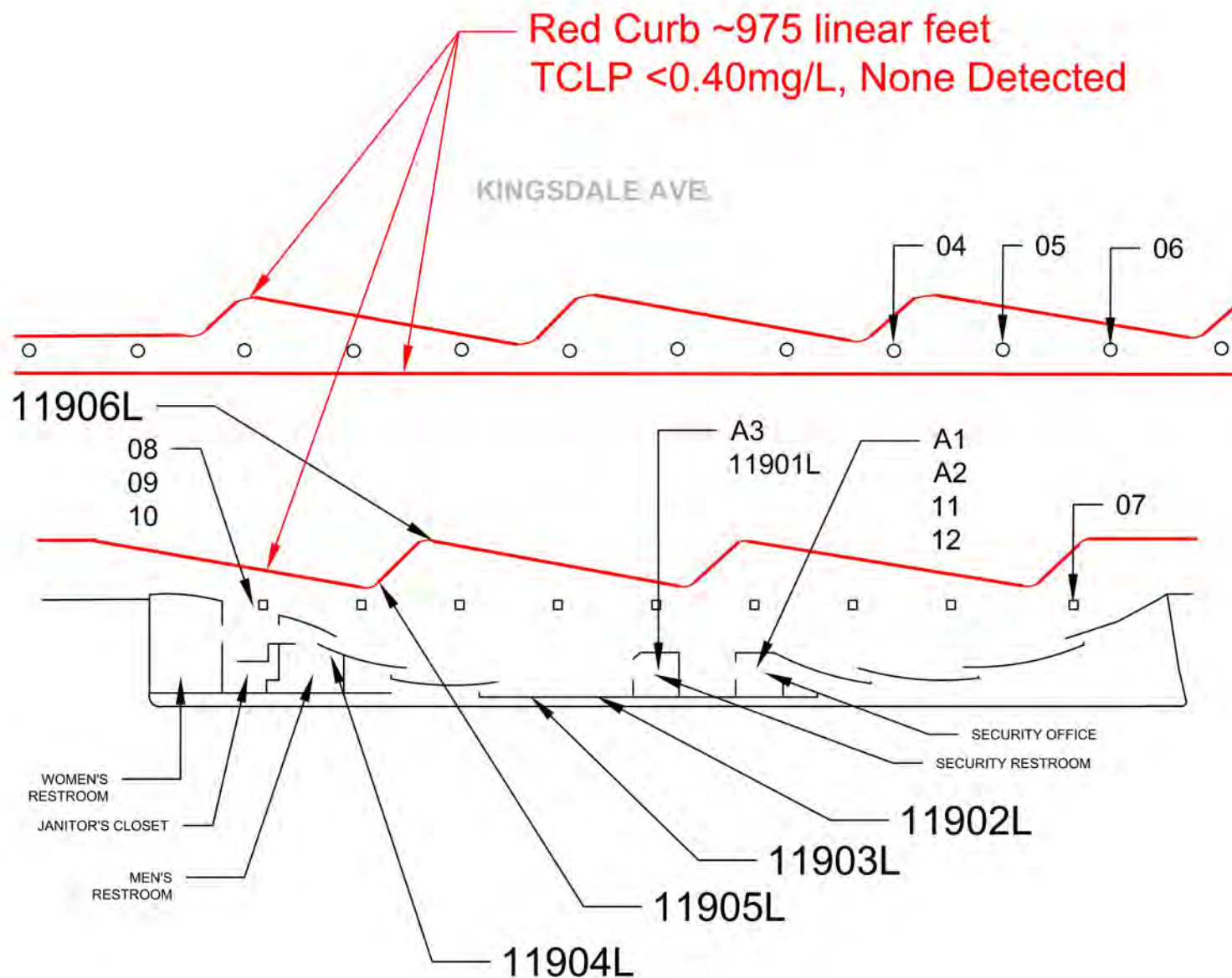


Figure 2: Sample Locations
Southbay Transit Center
Kingsdale Avenue
Redondo Beach, CA 90278

Firm Name and Address

Ellis Environmental Mgmt, Inc.
430 Silver Spur Rd., Suite 201
Rancho Palos Verdes, CA 90275

Client Name and Address

Redondo Beach, City of
415 Diamond Street
Redondo Beach, CA 90277

Project #
16-454

Date
02/15/2017

Sheet
2 of 2

Ellis



Perimeter Fence

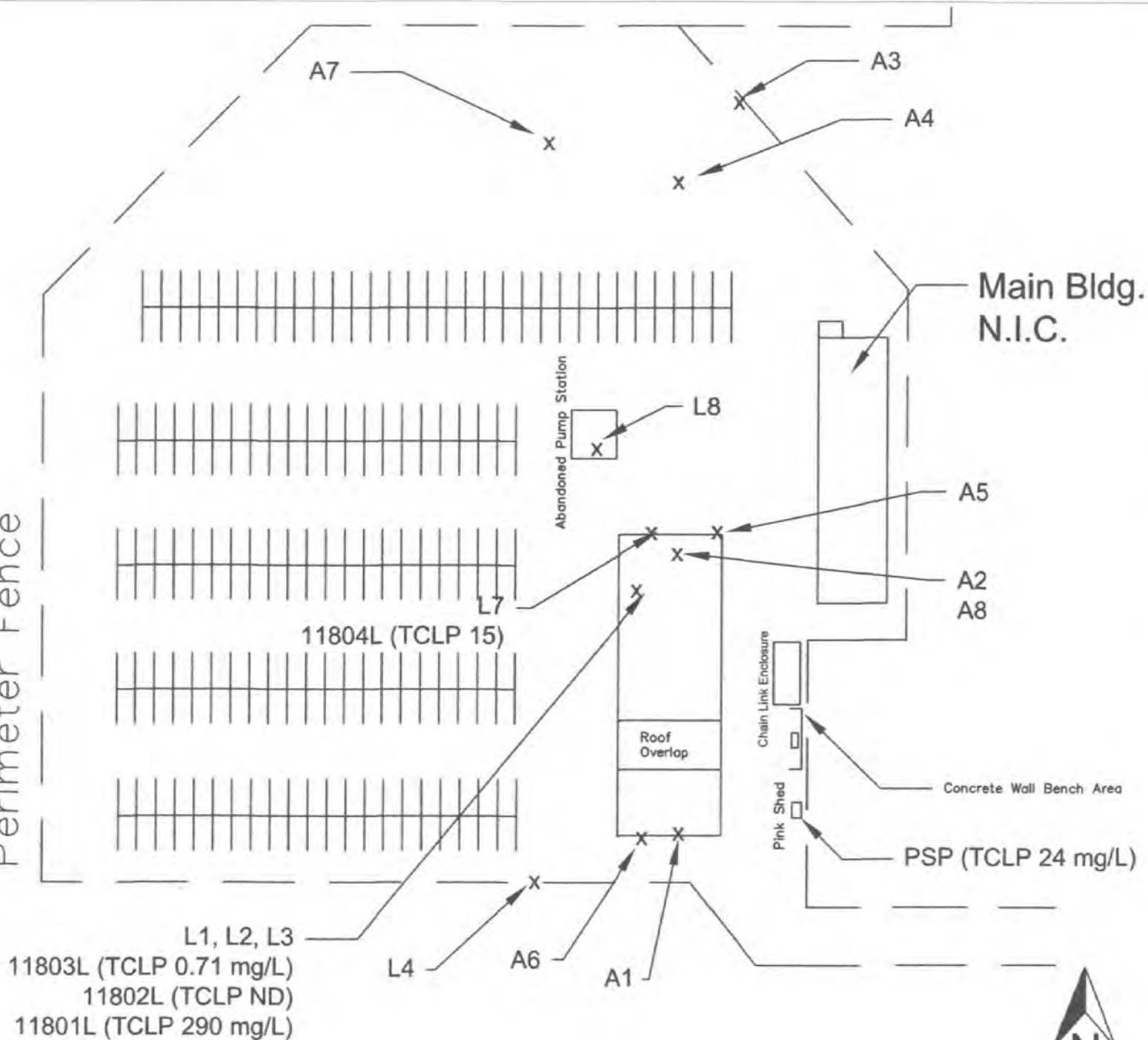


Figure 3: Sample Locations
1521 Kingsdale Ave.
Redondo Beach, CA 90278

Firm Name and Address

Ellis Environmental Mgmt, Inc.
 430 Silver Spur Rd., Suite 201
 Rancho Palos Verdes, CA 90275

Client Name and Address

City of Redondo Beach
 415 Diamond Street,
 Redondo Beach, CA 90277

Project #

16-454

Date

02/15/2017

Sheet

2 of 2

Ellis

Appendix D
Laboratory Results

TRANSIT CENTER



EMSL Analytical, Inc

464 McCormick Street, San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com>

sanleandrolab@emsl.com

EMSL Order: 091701154

CustomerID: 32EEMI45

CustomerPO:

ProjectID:

Attn: **Results**
Ellis Environmental Management, Inc.
430 Silver Spur Road
Suite 201
Rancho Palos Verdes, CA 90275

Phone: (310) 544-1837
Fax:
Received: 01/20/17 9:30 AM
Collected: 1/19/2017

Project: 16-454.02 CITY OF REDONDO TRANSIT CENTER

Test Report: Toxicity Characteristic Leaching Procedure (SW846, 1311/7420)

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
11906L	091701154-0010	1/19/2017		<0.40 mg/L
	Site: RED CURB			

Julian Neagu, Lead Laboratory Manager
or other approved signatory

The test results contained within this report meet the requirements of NELAC unless otherwise noted. This report relates only to those items tested. Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Samples analyzed by EMSL Analytical, Inc San Leandro, CA

Initial report from 02/17/2017 15:21:49

Ellis Environmental Management, Inc.

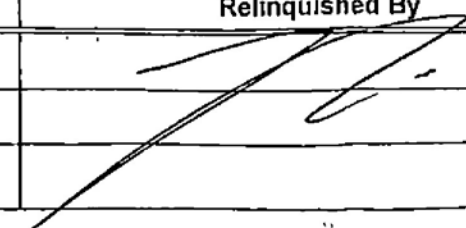
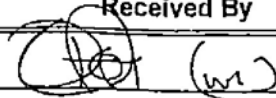
430 Silver Spur Road, Suite 201
 Rancho Palos Verdes, CA 90275
 (310) 544-1837 (tel)
 (310) 544-2167 (fax)

Project No.: 16-454.02Sampler: POClient: CITY OF REDONDOLocation: TRANSIT CENTER**CHAIN OF CUSTODY RECORD**Sheet 1 of 1091701154

Sample Number	Description	Date	Time	H2O	Air	Solid	Tests Required
11901L	SECURITY (PEACH WALL TILE)	1/19/17				X	TTLc LEAD
11902L	EXT. (BLUE WALL TILE)						
11903L	EXT. (DK PEACH WALL TILE)						
11904L	JANITOR (WT. WALL TILE)						
11905L	BLUE CURB						
11906L	RED CURB						
11907L	REAR WT. CMU WALL						
11908L	YELLOW BOLLARD PAINT						FLAME AAS LEAD
11909L	SEC. OFFICE DOOR FRAME (BEIGE)	✓				✓	↓ ↓ ↓

1/20/17

Turnaround: same day 24 hrs. 48 hrs. X 3 days 5 days (Standard)**Special Instructions:**

Date	Relinquished By	Received By	Date
1/19/17		 (m)	1.19.17 1:10PM

Albores, Inez

From: Duane Behrens <DuaneBehrens@ellisenvironmental.com>
Sent: Thursday, February 16, 2017 3:30 PM
To: Albores, Inez; Results
Cc: Neagu, Julian; EMSL Lab - San Leandro
Subject: RE: 16-454.02 City of Redondo Transit Center: TCLP for RED CURB

Yes, thank you.

From: Albores, Inez [<mailto:ialbores@EMSL.com>]
Sent: Thursday, February 16, 2017 3:25 PM
To: Results <results@ellisenvironmental.com>
Cc: Neagu, Julian <jneagu@EMSL.com>; EMSL Lab - San Leandro <sanleandrolab@emsl.com>
Subject: 16-454.02 City of Redondo Transit Center: TCLP for RED CURB

Hello,

We can run the TCLP for 11906L on a 24 hour TAT for results by end of day, 2/17/17. Please confirm if this is satisfactory.

Thank you,



Inez Albores | Administrative Assistant

EMSL Analytical, Inc. | 464 McCormick Street | San Leandro, CA 94577

Phone: 510-895-3675 | Fax: | Toll Free: 888-455-3675

Some of the resources EMSL Analytical, Inc. offers to our clients:

[LABConnect](#) | [Order Products](#) | [Client Corner](#) | [Training](#) | [Additional Resources](#) | [Sampling Videos](#)

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**EMSL Analytical, Inc**

464 McCormick Street, San Leandro, CA 94577
 Phone/Fax: (510) 895-3675 / (510) 895-3680
<http://www.EMSL.com> sanleandrolab@emsl.com

EMSL Order: 091701154
 CustomerID: 32EEMI45
 CustomerPO:
 ProjectID:

Attn: **Results**
Ellis Environmental Management, Inc.
430 Silver Spur Road
Suite 201
Rancho Palos Verdes, CA 90275

Phone: (310) 544-1837
 Fax:
 Received: 01/20/17 9:30 AM
 Collected: 1/19/2017

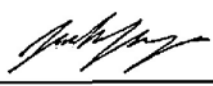
Project: 16-454.02 CITY OF REDONDO TRANSIT CENTER

Test Report: Total Threshold Limit Concentration

Client Sample Description	Lab ID	Collected	Analyzed	Lead Concentration
11901L	091701154-0001	1/19/2017	1/20/2017	<40 mg/Kg
Site: SECURITY (PEACH WALL TILE)				
11902L	091701154-0002	1/19/2017	1/20/2017	<40 mg/Kg
Site: EXT. (BLUE WALL TILE)				
11903L	091701154-0003	1/19/2017	1/20/2017	<40 mg/Kg
Site: EXT. (DK PEACH WALL TILE)				
11904L	091701154-0004	1/19/2017	1/20/2017	<40 mg/Kg
Site: JANITOR (WT. WALL TILE)				
11905L	091701154-0005	1/19/2017	1/20/2017	<40 mg/Kg
Site: BLUE CURB				
11906L	091701154-0006	1/19/2017	1/20/2017	2700 mg/Kg
Site: RED CURB				
11907L	091701154-0007	1/19/2017	1/20/2017	<40 mg/Kg
Site: REAR WT. CMV WALL				

need TAP-confirm
by email w/ TAT

Results @ ellisenvironmental.com


 Julian Neagu, Lead Laboratory Manager
 or other approved signatory

Reporting limit is 40 mg/kg based on a 0.5 gram sample weight. This report relates only to those items tested. Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit.
 Samples analyzed by EMSL Analytical, Inc San Leandro, CA

Initial report from 01/21/2017 09:51:19

**EMSL Analytical, Inc**

464 McCormick Street, San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com>sanleandrolab@emsl.com

EMSL Order: 091701154

CustomerID: 32EEMI45

CustomerPO:

ProjectID:

Attn: **Results**
Ellis Environmental Management, Inc.
430 Silver Spur Road
Suite 201
Rancho Palos Verdes, CA 90275

Phone: (310) 544-1837
Fax:
Received: 01/20/17 9:30 AM
Collected: 1/19/2017

Project: 16-454.02 CITY OF REDONDO TRANSIT CENTER

Test Report: Total Threshold Limit Concentration

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
11901L	091701154-0001	1/19/2017	1/20/2017	<40 mg/Kg
Site: SECURITY (PEACH WALL TILE)				
11902L	091701154-0002	1/19/2017	1/20/2017	<40 mg/Kg
Site: EXT. (BLUE WALL TILE)				
11903L	091701154-0003	1/19/2017	1/20/2017	<40 mg/Kg
Site: EXT. (DK PEACH WALL TILE)				
11904L	091701154-0004	1/19/2017	1/20/2017	<40 mg/Kg
Site: JANITOR (WT. WALL TILE)				
11905L	091701154-0005	1/19/2017	1/20/2017	<40 mg/Kg
Site: BLUE CURB				
11906L	091701154-0006	1/19/2017	1/20/2017	2700 mg/Kg
Site: RED CURB				
11907L	091701154-0007	1/19/2017	1/20/2017	<40 mg/Kg
Site: REAR WT. CMV WALL				

Julian Neagu, Lead Laboratory Manager
or other approved signatory

Reporting limit is 40 mg/kg based on a 0.5 gram sample weight. This report relates only to those items tested. Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA

Initial report from 01/21/2017 09:51:19

**EMSL Analytical, Inc**

464 McCormick Street, San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com>sanleandrolab@emsl.com

EMSL Order: 091701154

CustomerID: 32EEMI45

CustomerPO:

ProjectID:

Attn: **Results**
Ellis Environmental Management, Inc.
430 Silver Spur Road
Suite 201
Rancho Palos Verdes, CA 90275

Phone: (310) 544-1837
Fax:
Received: 01/20/17 9:30 AM
Collected: 1/19/2017

Project: 16-454.02 CITY OF REDONDO TRANSIT CENTER

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
11908L	091701154-0008	1/19/2017	1/20/2017	<0.010 % wt
	Site: YELLOW BOLLARD PAINT			
11909L	091701154-0009	1/19/2017	1/20/2017	<0.010 % wt
	Site: SEC. OFFICE DOOR FRAME (BEIGE)			

Julian Neagu, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA A2LA Accredited Environmental Testing Cert #2845.09

Initial report from 01/21/2017 09:51:19

Ellis Environmental Management, Inc.

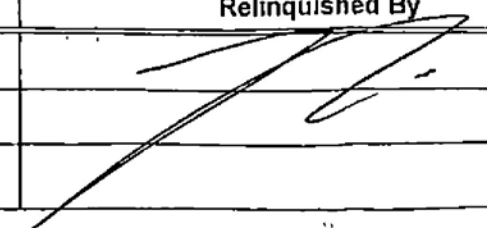
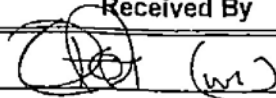
430 Silver Spur Road, Suite 201
 Rancho Palos Verdes, CA 90275
 (310) 544-1837 (tel)
 (310) 544-2167 (fax)

Project No.: 16-454.02Sampler: POClient: CITY OF REDONDOLocation: TRANSIT CENTER**CHAIN OF CUSTODY RECORD**Sheet 1 of 1091701154

Sample Number	Description	Date	Time	H2O	Air	Solid	Tests Required
11901L	SECURITY (PEACH WALL TILE)	1/19/17				X	TTLc LEAD
11902L	EXT. (BLUE WALL TILE)						
11903L	EXT. (DK PEACH WALL TILE)						
11904L	JANITOR (WT. WALL TILE)						
11905L	BLUE CURB						
11906L	RED CURB						
11907L	REAR WT. CMU WALL						
11908L	YELLOW BOLLARD PAINT						FLAME AAS LEAD
11909L	SEC. OFFICE DOOR FRAME (BEIGE)	✓				✓	↓ ↓ ↓

1/20/17

Turnaround: ☐ same day ☐ 24 hrs. ☐ 48 hrs. ☒ 3 days ☐ 5 days (Standard)**Special Instructions:**

Date	Relinquished By	Received By	Date
1/19/17		 (m)	1.19.17 1:10PM

**AmeriSci Los Angeles**

24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

PLM Bulk Asbestos Report

Ellis Environmental Management, Inc.

Attn: Duane Behrens

430 Silver Spur Road

Suite 201

Rancho Palos Verdes, CA 90275

Date Received 12/01/16**Date Examined** 12/03/16**AmeriSci Job #** 916121036**P.O. #****Page** 1 **of** 3**RE:** 16-454; RB / Cal Trans; Transit Center Galleria

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A1	916121036-01	No	NAD
Location: Office Ceiling Plaster			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: Beige, Homogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A2	916121036-02	No	NAD
Location: Office Ceiling Plaster			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: White/Beige, Heterogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A3	916121036-03	No	NAD
Location: Security RR Ceiling			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: Beige, Homogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
04	916121036-04	No	NAD
Location: Plaster Round Columns			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: White, Homogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
05	916121036-05	No	NAD
Location: Plaster Round Columns			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: White, Homogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Client Name: Ellis Environmental Management, Inc.

PLM Bulk Asbestos Report

16-454; RB / Cal Trans; Transit Center Galleria

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06	916121036-06	No	NAD
Location: Plaster Round Columns			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: White, Heterogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
07	916121036-07	No	NAD
Location: Concrete Square Column			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: Cream/Dark Grey, Heterogeneous, Non-Fibrous, Concrete			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
08	916121036-08	No	NAD
Location: Ext. Floor Tile Grout			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: Grey/Black, Heterogeneous, Non-Fibrous, Cementitious, Grout			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
09	916121036-09	No	NAD
Location: Slab Level Coat			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Slab Level Coat			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
10	916121036-10	No	NAD
Location: Concrete Slab			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Concrete Slab			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
11	916121036-11	No	NAD
Location: Cinder Block			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: Grey/Off-White, Heterogeneous, Non-Fibrous, Cementitious, Cinder Block			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Client Name: Ellis Environmental Management, Inc.

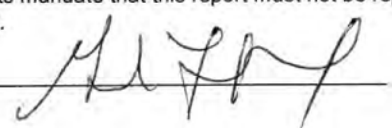
PLM Bulk Asbestos Report

16-454; RB / Cal Trans; Transit Center Galleria

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
12	916121036-12	No	NAD
Location: Surfacing / Mastic			(by CVES) by John A. Lopez on 12/03/16
Analyst Description: Beige/Off-White, Homogeneous, Non-Fibrous, Surfacing / Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
Comment: Material not Separable			

Reporting Notes:Analyzed By: John A. Lopez  : Date Analyzed: 12/3/2016 12-3-16

*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0, CA ELAP lab #2322); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

916121036

Ellis Environmental Management, Inc.


430 Silver Spur Road, Suite 201
 Rancho Palos Verdes, CA 90275
 (310) 544-1837 (tel)
 (310) 544-2167 (fax)

Project No.: 16-454Sampler: DB/LS/SCClient: RB/CAL TRANSLocation: TRANSIT CENTER, GALLERIA **CHAIN OF CUSTODY RECORD**Sheet 1 of 1

Sample Number	Description	Date	Time	H2O	Air	Solid	Tests Required
A1	office ceiling, plaster	12/1	PM			✓	PCM ASBESTOS
A2	" "						
A3	Security RR Ceiling						
A4	Plaster Round Columns						
A5	" "						
A6	" "						
07	concrete, square column						
08	Ext., Floor tile grout						
09	slab level coat						
10	concrete slab						
11	Cinder block						
12	surfacing/mastic						

Turnaround: same day 24 hrs. X 48 hrs. 3 days 5 days (Standard)

Special Instructions:

Date	Relinquished By	Received By	Date
12/1/16		Pissaman Jones	12/1/16
			015.45

NOTES: Substrate: C=concrete, CB=concrete block, CE=ceramic tile, CT=ceiling tile, D=drywall, M=metal, P=plaster, S=stucco, W=wood; Condition: I=Intact, D=Damaged; Results: N=negative, P=positive, I=inconclusive							
Area	Component	Location (A, B, C, D)	Substrate	Condition (I or D)	Color	Pb (mg/cm2)	Results (N, P, I)
Calibration Block						0.9	
						0.9	
						0.9	
Security Office	wall	a-d	c	i	bge	-0.01	
Security Office	door frame	d	m	i	bla	0.1	
Security Office	wall	a-d	ce	i	dark peach	-0.1	
Security Office	door frame	b	m	i	bge	0	
Security Office	window frame	a	m	i	bla	0.2	
outside	wall	-	ce	i	blu	0.6	
security restroom	terrazo floor	-	c	i	g	0.1	
outside	wall	-	ce	i	light peach	0.3	
outside	floor tile	-	ce	i	r	0	
outside	wall	-	ce	i	dark peach	0.4	
outside	square column	-	c	i	w	0	
mens restroom	small door	b	m	i	bge	0	
mens restroom	door	d	m	i	g	-0.2	
janitors closet	door	a	m	i	pink	0.1	
janitors closet	door	a	m	i	pink	0.1	
janitors closet	door frame	a	m	i	w	-0.4	
janitors closet	wall	a-d	ce	i	w	0.2	
outside, curb	curb side	-	c	i	blu	0.4	
outside, curb	curb side	-	c	i	r	1.6	P

NOTES: Substrate: C=concrete, CB=concrete block, CE=ceramic tile, CT=ceiling tile, D=drywall, M=metal, P=plaster, S=stucco, W=wood; Condition: I=Intact, D=Damaged; Results: N=negative, P=positive, I=inconclusive							
Area	Component	Location (A, B, C, D)	Substrate	Condition (I or D)	Color	Pb (mg/cm2)	Results (N, P, I)
outside	white exterior counter	-	ce	i	w	0.2	
outside	round column	-	c	i	w	0.2	
Calibration Block						0.8	
						0.9	
						1	

TRANSIT YARD



AmeriSci Los Angeles
24416 S Main St., Ste. 308
Carson, CA 90745
Phone: (310) 834-4868 Fax: (310) 834-4772

Laboratory Report

Report Date: 2/16/2017
Workorder No: 417021164

Customer: **Ellis Environmental Management, Inc.**
430 Silver Spur Road, Suit 201
Rancho Palos Verdes, CA 90275

Attention: Duane Behrens

Subject: **16-454; City Of Redondo Beach; Transit Center Yard**

Sample 1: PSP Description: Pink Shed Paint
Collection Date: 2/14/2017 Received Date: 2/14/2017 Time: 10:35
Matirx: Solid

<u>Parameter</u>	<u>Method</u>	<u>Results</u>	<u>Unit</u>	<u>PQL</u>	<u>Tech</u>	<u>Analysis Date</u>	<u>Qual</u>
Lead, TTLC, ICP	EPA 3050B/6010C	20000	mg/Kg	1000	SG	2/14/2017	
TCLP Extraction-Metals	SW-846 Method 1311				SG	2/15/2017	
Lead, TCLP, AAS	EPA 3010A/7000b	24	mg/L	2.0	MP	2/16/2017	

AmeriSci Reporting Limit is represented by the PQL. The analytical results within this report relate only to the specific compounds and samples investigated, and may not necessarily reflect other apparently similar material from a similar location. This report shall not be reproduced, except in full, without the written approval of AmeriSci Los Angeles. All analytical Batch data met quality control criteria unless other wise noted.

To the best of my knowledge this report is true and accurate.

Authorized by/Title: _____


Minh Phung/Metal Superv.

Date: 2/16/2017

430 Silver Spur Road, Suite 201
Rancho Palos Verdes, CA 90275
(310) 544-1837 (tel)
(310) 544-2167 (fax)

Project No.: 16-454

Client: City of Redondo Beach

Location: Transit Center 'lard

Sampler: SB

Sheet 1 of 1



CHAIN OF CUSTODY RECORD

717021164

[illegible]

Turnaround: _____ same day _____ 24 hrs. ☒ 48 hrs. _____ 3 days _____ 5 days (Standard)

Special Instructions:

Date	Relinquished By	Received By	Date
2-15-17			2/15/17 @ 10:00



AmeriSci Los Angeles
24416 S Main St., Ste. 308
Carson, CA 90745
Phone: (310) 834-4868 Fax: (310) 834-4772

Laboratory Report

Report Date: 2/14/2017
Workorder No: 417021164

Customer: **Ellis Environmental Management, Inc.**
430 Silver Spur Road, Suit 201
Rancho Palos Verdes, CA 90275

Attention: Duane Behrens

Subject: **16-454; City Of Redondo Beach; Transit Center Yard**

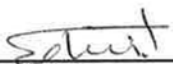
Sample 1: PSP Description: Pink Shed Paint
Collection Date: 2/14/2017 Received Date: 2/14/2017 Time: 10:35
Matirx: Solid

<u>Parameter</u>	<u>Method</u>	<u>Results</u>	<u>Unit</u>	<u>PQL</u>	<u>Tech</u>	<u>Analysis Date</u>	<u>Qual</u>
Lead, TTLC, ICP	EPA 3050B/6010C	20000	mg/Kg	1000	SG	2/14/2017	

AmeriSci Reporting Limit is represented by the PQL. The analytical results within this report relate only to the specific compounds and samples investigated, and may not necessarily reflect other apparently similar material from a similar location. This report shall not be reproduced, except in full, without the written approval of AmeriSci Los Angeles. All analytical Batch data met quality control criteria unless other wise noted.

To the best of my knowledge this report is true and accurate.

Authorized by/Title: _____


Soheir Galess / Chemist

Date: 2/14/2017

Ellis Environmental Management, Inc.

430 Silver Spur Road, Suite 201

Rancho Palos Verdes, CA 90275

(310) 544-1837 (tel)

(310) 544-2167 (fax)

Sheet 1 of 1

Turnaround: ☐ same day ☒ 24 hrs. ☐ 48 hrs. ☐ 3 days ☐ 5 days (Standard)

Special Instructions:

102

417021164

Subject: RE: Please confirm analysis type - Job #16-454 - 417021164

From: Duane Behrens <DuaneBehrens@ellisenvironmental.com>

Date: 2/14/2017 1:27 PM

To: Mee Jones <pjones@amerisci.com>, Results <results@ellisenvironmental.com>, Kristina Arellano <karellano@amerisci.com>, Rosie Sandoval <rsandoval@amerisci.com>

Hey, Mee. Step-by-step. Stop (don't perform TCLP) if initial TTLC results are < 50 mg/kg. Thanks!

-----Original Message-----

From: Mee Jones [mailto:pjones@amerisci.com]

Sent: Tuesday, February 14, 2017 1:25 PM

To: Duane Behrens <DuaneBehrens@ellisenvironmental.com>; Results <results@ellisenvironmental.com>; Kristina Arellano <karellano@amerisci.com>; Rosie Sandoval <rsandoval@amerisci.com>

Subject: Re: Please confirm analysis type - Job #16-454 - 417021164

Hello Duane,

One more thing, For testing Lead only Do you want TTLC and TCLP at the same time or Step by Step?

Please let us know.

Thank you

On 2/14/2017 1:06 PM, Duane Behrens wrote:

Oops, yes - lead only. Sorry. :--)

-----Original Message-----

From: Mee Jones [mailto:pjones@amerisci.com]

Sent: Tuesday, February 14, 2017 11:52 AM

To: Duane Behrens <DuaneBehrens@ellisenvironmental.com>; Results <results@ellisenvironmental.com>; Kristina Arellano <karellano@amerisci.com>; Rosie Sandoval <rsandoval@amerisci.com>

Subject: Please confirm analysis type - Job #16-454 - 417021164

Hello

For the attach COC what's element of TTLC and TCLP for Lead Only?

Please let us know.

Thank you

--

Mee Jones
AmeriSci Los Angeles
24416 S. Main St. Suite 308
Carson, CA 90745
Office (310) 834-4868
Fax (310) 834-4772
www.amerisci.com

Rec'd By: pjones 2/14/17 01:30



LA Testing

5431 Industrial Drive, Huntington Beach, CA 92649

Phone/Fax: (714) 828-4999 / (714) 828-4944

<http://www.LATesting.com>

gardengrovelab@latesting.com

LA Testing Order: 331701139

CustomerID: 32EEMI45

CustomerPO:

ProjectID:

Attn: **Results**
Ellis Environmental Management, Inc.
430 Silver Spur Road
Suite 201
Rancho Palos Verdes, CA 90275

Phone: (310) 544-1837
Fax:
Received: 01/18/17 10:50 AM
Collected: 1/18/2017

Project: 16-454 City of Redondo; Transit Yard

Test Report: Total Threshold Limit Concentration

<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>RDL</i>	<i>Lead Concentration</i>
11801L 331701139-0001	1/18/2017	1/18/2017 Site: Brown Yellow Column Paint	400 mg/Kg	13000 mg/Kg
11802L 331701139-0002	1/18/2017	1/18/2017 Site: Light stand paint concrete (yellow)	40 mg/Kg	1300 mg/Kg
11803L 331701139-0003	1/18/2017	1/18/2017 Site: Yellow curb conc	40 mg/Kg	780 mg/Kg
11804L 331701139-0004	1/18/2017	1/18/2017 Site: Flashing paint metal brown	40 mg/Kg	930 mg/Kg

Michael Chapman, Laboratory Manager
or other approved signatory

This report relates only to those items tested. Sample received in acceptable condition unless otherwise noted.
Samples analyzed by LA Testing Huntington Beach, CA

Initial report from 01/18/2017 18:03:49

-331701139

OrderID: 331701139

Ellis Environmental Management, Inc.

430 Silver Spur Road, Suite 201
Rancho Palos Verdes, CA 90275
(310) 544-1837 (tel)
(310) 544-2167 (fax)

Project No.: 16-454

Client: CITY OF REDONDO

Location: TRANSIT YARD

Sampler: RD

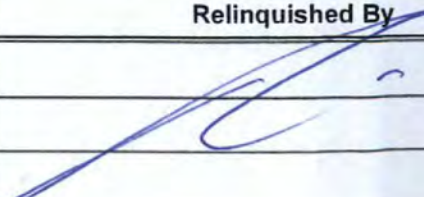
Sheet 1 of 1

CHAIN OF CUSTODY RECORD

Sample Number	Description	Date	Time	H2O	Air	Solid	Tests Required
11801L	Brown/Yellow column paint	1/18/17				X	TTL L LEAD
11802L	LIGHT STAIN PAINT/CONC. (yellow)	↓				↓	↓
11803L	Yellow CURB/CONC.	↓				↓	↓
11804L	FLASING PAINT/METAL (Brown)	↓				↓	↓

Turnaround: same day 24 hrs. ☒ 48 hrs. 3 days 5 days (Standard)

Special Instructions:

Date	Relinquished By	Received By	Date
1/18/17		MAR WI @10:50	1/18/17



LA Testing

5431 Industrial Drive, Huntington Beach, CA 92649

Phone/Fax: (714) 828-4999 / (714) 828-4944

<http://www.LATesting.com>

gardengrovelab@lateesting.com

LA Testing Order: 331703382

CustomerID: 32EEMI45

CustomerPO:

ProjectID:

Attn: **Duane Behrens**
Ellis Environmental Management, Inc.
430 Silver Spur Road
Suite 201
Rancho Palos Verdes, CA 90275

Phone: (310) 544-1837
Fax:
Received: 02/14/17 8:50 AM
Collected:

Project: Reference: 331701139/ 16-454 City of Redondo; Transit Yard

Test Report: Toxicity Characteristic Leaching Procedure (SW846, 1311/7420)

Client Sample Description	Collected	Analyzed	RDL	Lead Concentration
11801L 331703382-0001	Site: Brown yellow column paint		40 mg/L	290 mg/L
11802L 331703382-0002	Site: Light stand paint concrete (yellow)		0.4 mg/L	<0.4 mg/L
11803L 331703382-0003	Site: Yellow curb conc		0.4 mg/L	0.71 mg/L
11803L 331703382-0004	Site: Flashing paint metal brown		0.4 mg/L	15 mg/L

Michael Chapman

Michael Chapman, Laboratory Manager
or other approved signatory

This report relates only to those items tested. Sample received in acceptable condition unless otherwise noted.
Samples analyzed by LA Testing Huntington Beach, CA

Initial report from 02/15/2017 17:10:03

- 3 3 1 7 0 3 3 8 2

**LA Testing**

5431 Industrial Drive, Huntington Beach, CA 92649

Phone/Fax: (714) 828-4999 / (714) 828-4944

<http://www.LATesting.com>garden@lavelab@latesting.com

LA Testing Order: 331701139

CustomerID: 32EEMI45

CustomerPO:

ProjectID:

Attn: Results**Ellis Environmental Management, Inc.****430 Silver Spur Road****Suite 201****Rancho Palos Verdes, CA 90275**

Phone: (310) 544-1837

Fax:

Received: 01/18/17 10:50 AM

Collected: 1/18/2017

Project: 16-454 City of Redondo; Transit Yard

Test Report: Total Threshold Limit Concentration

<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>RDL</i>	<i>Lead Concentration</i>
11801L 331701139-0001	1/18/2017	1/18/2017 Site: Brown Yellow Column Paint	400 mg/Kg	13000 mg/Kg
11802L 331701139-0002	1/18/2017	1/18/2017 Site: Light stand paint concrete (yellow)	40 mg/Kg	1300 mg/Kg
11803L 331701139-0003	1/18/2017	1/18/2017 Site: Yellow curb conc	40 mg/Kg	780 mg/Kg
11804L 331701139-0004	1/18/2017	1/18/2017 Site: Flashing paint metal brown	40 mg/Kg	930 mg/Kg

Michael Chapman, Laboratory Manager
or other approved signatoryThis report relates only to those items tested. Sample received in acceptable condition unless otherwise noted.
Samples analyzed by LA Testing Huntington Beach, CA

Initial report from 01/18/2017 18:03:49

Test Report PB w/RDL-7.32.3 Printed: 1/18/2017 6:03:49 PM

Page 1 of 1

- 3 3 1 7 0 3 3 8 2

Romero, Jazmin

From: Duane Behrens <DuaneBehrens@ellisenvironmental.com>
Sent: Tuesday, February 14, 2017 8:50 AM
To: Tom, Carolyn; LA Testing Lab - Huntington Beach; Results
Cc: Ryan Davidson
Subject: RE: LA Testing report, COC for order(s) 331701139 (331701139 - 16-454 City of Redondo; Transit Yard)

Categories: Blue Category

Please re-analyze all samples included in the subject report by TCLP methods; soonest possible results. Thank you.

From: LA Testing (Huntington Beach) [<mailto:gardengrovelab@latesting.com>]
Sent: Thursday, January 19, 2017 8:51 PM
To: Results <results@ellisenvironmental.com>
Subject: LA Testing report, COC for order(s) 331701139 (331701139 - 16-454 City of Redondo; Transit Yard)

Report, COC for order(s):
331701139 - 16-454 City of Redondo; Transit Yard



Carolynn Tom | Laboratory Analyst

LA Testing | 5431 Industrial Drive | Huntington Beach, CA 92649
Phone: 714-828-4999 | Fax: 714-828-4944 | Toll Free: 800-755-1794
Lab Hours: Monday - Friday 8AM - 6PM, Saturday 9AM - 5PM, Sunday On-Call

Some of the resources LATesting, Inc. offers to our clients:

[LABConnect](#) | [Order Products](#) | [Client Corner](#) | [Training](#) | [Additional Resources](#) | [Sampling Videos](#)

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J. Romero (RE-ANALYSIS) 2/14/17 8:50 AM

**AmeriSci Los Angeles**

24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

PLM Bulk Asbestos Report

Ellis Environmental Management, Inc.
Attn: Duane Behrens
430 Silver Spur Road
Suite 201
Rancho Palos Verdes, CA 90275

Date Received 09/15/15**Date Examined** 09/16/15**AmeriSci Job #** 915091420**P.O. #****Page** 1 **of** 2**RE:** 15-346; City Of Redondo; 1521 Kingsdale Ave. Transit Center

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A1 Location: CMU Wall / Grout Analyst Description: Grey/Black/Brown, Heterogeneous, Non-Fibrous, Cementitious, Grout Asbestos Types: Other Material: Non-fibrous 100 %	915091420-01	No	NAD (by CVES) by John A. Lopez on 09/16/15
A2 Location: Roofing Felt Analyst Description: Black, Heterogeneous, Fibrous, Roofing Asbestos Types: Other Material: Cellulose 40 %, Non-fibrous 60 %	915091420-02	No	NAD (by CVES) by John A. Lopez on 09/16/15
A3 Location: NE Block Wall Analyst Description: Grey, Heterogeneous, Non-Fibrous, Block Wall Asbestos Types: Other Material: Non-fibrous 100 %	915091420-03	No	NAD (by CVES) by John A. Lopez on 09/16/15
A4 Location: Terracotta Debris Analyst Description: Red/Brown, Heterogeneous, Non-Fibrous, Terracotta Debris Asbestos Types: Other Material: Non-fibrous 100 %	915091420-04	No	NAD (by CVES) by John A. Lopez on 09/16/15
A5 Location: Conc. Slab Roof Analyst Description: Grey, Homogeneous, Non-Fibrous, Concrete Asbestos Types: Other Material: Non-fibrous 100 %	915091420-05	No	NAD (by CVES) by John A. Lopez on 09/16/15

See Reporting notes on last page

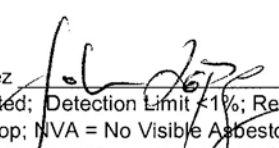
Client Name: Ellis Environmental Management, Inc.

PLM Bulk Asbestos Report

15-346; City Of Redondo; 1521 Kingsdale Ave. Transit Center

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A6 Location: Concrete Slab Analyst Description: Black/Beige, Heterogeneous, Non-Fibrous, Cementitious, Concrete Asbestos Types: Other Material: Non-fibrous 100 %	915091420-06	No	NAD (by CVES) by John A. Lopez on 09/16/15
A7 Location: Asphalt Debris Analyst Description: Black, Heterogeneous, Non-Fibrous, Asphalt Debris Asbestos Types: Other Material: Non-fibrous 100 %	915091420-07	No	NAD (by CVES) by John A. Lopez on 09/16/15
A8 Location: Foundation Caulking Analyst Description: Beige/Grey, Heterogeneous, Non-Fibrous, Foundation Caulking Asbestos Types: Other Material: Non-fibrous 100 %	915091420-08	No	NAD (by CVES) by John A. Lopez on 09/16/15
A9 Location: Roofing Adhesive / Tar Analyst Description: Black, Homogeneous, Non-Fibrous, Roofing Tar Asbestos Types: Other Material: Non-fibrous 100 %	915091420-09	No	NAD (by CVES) by John A. Lopez on 09/16/15

Reporting Notes:

Analyzed By: John A. Lopez ; Date Analyzed: 9/16/2015 9-17-15
 *NAD = no asbestos detected; Detection Limit = 1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0, CA ELAP Lab #2322); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

915091420

Billis Environmental Management, Inc.

430 Silver Spur Road, Suite 201
Rancho Palos Verdes, CA 90275
(310) 544-1837 (tel)
(310) 544-2167 (fax)

Project No.: 15-346

Client: CITY OF REDONDO

Location: 1521 KINGSDALE AVE
TRANSIT CENTER

Sampler: MY

Sheet 1 of 2

CHAIN OF CUSTODY RECORD

Sample Number	Description	Date	Time	H2O	Air	Solid	Tests Required
L1	BROWN COLUMN PAINT	9/15/15	AM			✓	FRAME AAS LEAD
L2	YELLOW COLUMN PRIMER					✓	
L3	YELLOW CURB/PIEDESTALS					✓	
L4	BLACK S. PERIMETER FENCE					✓	
L5	PEACH MAINT. BLDG PAINT					✓	
L6	BROWN MAINT. BLDG TRIM					✓	
L7	BROWN FLASHING - PARKING					✓	
L8	WHITE COLUMN PAINT					✓	
A1	CMU WALL/GROUT					✓	PM ASBESTOS
A2	ROOFING FLASHING					✓	
A3	NE BLOCKWALL					✓	
A4	TERRACOTA DEBRIS					✓	

Turnaround: same day 24 hrs. ✓ 48 hrs. ✓ 3 days ✓ 5 days (Standard)

Special Instructions:

Date	Relinquished By	Received By	Date
9/15/15			9/15/15 @ 10:00

AmeriSci Job #: 415091140

Date Received: 09/15/15

Date Analyzed: 09/16/15

Lead Analysis Results

Paint

EPA Method 3050B/7000B

Ellis Environmental Management, Inc.

Rancho Palos Verdes, CA

Job Site: 15-346; City Of Redondo; 1521 Kingsdale Ave. Transit Center

AmeriSci #	Client	Sample	% Lead	Lead Content
415091140	Number	Location	(w/w)	(mg/kg = ppm)
01	L1	Brown Column Paint	1.7	17,000
02	L2	Yellow Column Primer	17	170,000
03	L3	Yellow Curb / Pedestals	6.6	66,000
04	L4	Black S. Perimeter Fence	<0.01	<100
05	L5	Peach Maint. Bldg. Paint	<0.01	<100
06	L6	Brown Maint. Bldg. Trim	0.14	1,400
07	L7	Brown Flashing - Parking	0.29	2,900
08	L8	White Column Paint	<0.01	<100

AmeriSci Reporting Limit is 0.01%, or 100mg/kg prior to any dilutions due to high analyte concentrations or matrix interferences. AmeriSci does not correct sample results by the blank value. All analytical batch data met quality control criteria unless otherwise noted. CA ELAP No. 2322. AIHA Lab No. 100530.

Reviewed by: _____

Analyzed by: 
Soheir Galess, Chemist

415091140

Billis Environmental Management, Inc.

Project No.: 15-346
 Client: CITY OF REDONDO
 Location: 1521 KINGSDALE AVE
TRANSIT CENTER

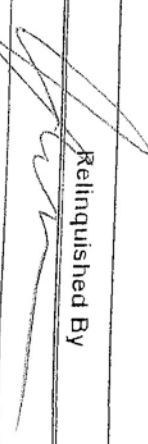
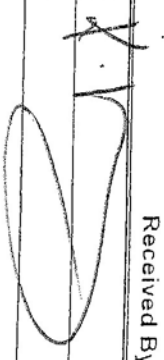
430 Silver Spur Road, Suite 201
 Rancho Palos Verdes, CA 90275
 (310) 544-1837 (tel)
 (310) 544-2167 (fax)

Sampler: MY**CHAIN OF CUSTODY RECORD**Sheet 1 of 2

Sample Number	Description	Date	Time	H2O	Air	Solid	Tests Required
L1	Brown Column Paint	9/15/15	AM			✓	FLAME AAS LEAD
L2	Yellow Column Paint						
L3	Yellow Curbs/Pedestals						
L4	Black S. Perimeter Fence						
L5	Black Mtnt. Bldg Paint						
L6	Brown Mtnt. Bldg Trim						
L7	Brown Flashing - Plastic						
L8	White Column Paint						
A1	CMU Wall/Garage						
A2	Roofing Flashing S. Felt						PM ASBESTOS
A3	UE Blockwall						
A4	TEIRACOMA DEBRIS						

Turnaround: same day 24 hrs. 48 hrs. 3 days 5 days (Standard)

Special Instructions:

Date <u>9/15/15</u>	Relinquished By 	Received By 	Date <u>9/15/15 @ 1000</u>
------------------------	--	--	-------------------------------

22

Sheet 1 of 1

Turnaround: _____ same day _____ 24 hrs. _____ 48 hrs. ☒ 3 days _____ 5 days (Standard)

Special instructions:

9	15	15	01000
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Appendix E
CDPH Forms 8552

LEAD HAZARD EVALUATION REPORT

16-454


Section 1 — Date of Lead Hazard Evaluation 12/2/2016**Section 2 — Type of Lead Hazard Evaluation (Check one box only)**
☐ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☒ Other (specify) pre-demolition bulk sampling
Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)] South Bay Transit Center - btwn. Kingsdale Ave. & Grant Ave.		City Redondo Beach	County Los Angeles	Zip Code 90278
Construction date (year) of structure < 1990	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input checked="" type="checkbox"/> Other <u>Red Curb</u>		Children living in structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know	

Section 4 — Owner of Structure (If business/agency, list contact person)

Name City of Redondo Beach - Jun Fujitahall, Engineering Division		Telephone number	
Address [number, street, apartment (if applicable)] 415 Diamond St, Door E	City Redondo Beach	State CA	Zip Code 90277

Section 5 — Results of Lead Hazard Evaluation (check all that apply)
☐ No lead-based paint detected ☒ Intact lead-based paint detected ☐ Deteriorated lead-based paint detected
☐ No lead hazards detected ☐ Lead-contaminated dust found ☐ Lead-contaminated soil found ☐ Other _____
Section 6 — Individual Conducting Lead Hazard Evaluation

Name Duane Behrens		Telephone number 310-544-1837	
Address [number, street, apartment (if applicable)] 430 Silver Spur Road. Suite 201	City Rancho Palos Verdes	State CA	Zip Code 90275
CDPH certification number 7914	Signature 		Date

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656

LEAD HAZARD EVALUATION REPORT

15-346

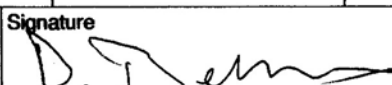
Section 1 — Date of Lead Hazard Evaluation 09/16/15**Section 2 — Type of Lead Hazard Evaluation (Check one box only)**☐ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☒ Other (specify) pre-demolition bulk sampling**Section 3 — Structure Where Lead Hazard Evaluation Was Conducted**

Address [number, street, apartment (if applicable)] 1521 Kingsdale Ave.		City Redondo Beach	County LA	Zip Code 90278
Construction date (year) of structure > 30 yrs.	Type of structure <input checked="" type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Other _____		Children living in structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know	

Section 4 — Owner of Structure (if business/agency, list contact person)

Name City of Redondo Beach, Jun Fujitahall		Telephone number 310-372-1171	
Address [number, street, apartment (if applicable)] 415 Diamond St.	City Redondo Beach	State CA	Zip Code 90278

Section 5 — Results of Lead Hazard Evaluation (check all that apply)☐ No lead-based paint detected ☒ Intact lead-based paint detected ☐ Deteriorated lead-based paint detected
☐ No lead hazards detected ☐ Lead-contaminated dust found ☐ Lead-contaminated soil found ☐ Other _____**Section 6 — Individual Conducting Lead Hazard Evaluation**

Name Duane Behrens		Telephone number 310-544-1837	
Address [number, street, apartment (if applicable)] 430 Silver Spur Road. Suite 201	City Rancho Palos Verdes	State CA	Zip Code 90275
CDPH certification number 7914	Signature 		Date 10/06/15

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Max Yourman #27531**Section 7 — Attachments**

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656

Appendix F
Ellis and Lab Certifications

State of California Department of Public Health

Lead-Related Construction Certificate

Certificate Type

Expiration Date

Inspector/Assessor

04/12/2017



Duane E. Behrens

ID #: **7914**

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant


Duane E Behrens

Name

Certification No. **92-0226**

Expires on **07/10/17**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



State of California Department of Public Health

Lead-Related Construction Certificate

Certificate Type

Expiration Date

Inspector/Assessor

04/19/2017



Ryan C. Davidson

ID #: **26018**

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Ryan C Davidson

Name

Certification No. **15-5395**

Expires on **05/12/17**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Maxwell R Yourman

Name

Certification No. **15-5375**

Expires on **05/12/17**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Sarah Elizabeth Covert

Name

Certification No. **16-5844**

Expires on **01/18/18**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Lina Sok

Name

Certification No. **15-5499**

Expires on **11/17/17**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.





STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

Interim



CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL ACCREDITATION

Is hereby granted to

AmeriSci Los Angeles

24416 South Main Street Suite 308

Carson, CA 90745

Scope of the certificate is limited to the
"Fields of Testing"
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2322**

Expiration Date: **9/30/2017**

Effective Date: **10/1/2016**

Sacramento, California
subject to forfeiture or revocation

Christine Sotelo, Chief
Environmental Laboratory Accreditation Program

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200346-0

AmeriSci Los Angeles
Carson, CA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2017-01-01 through 2017-12-31

Effective Dates



A handwritten signature in dark ink, appearing to read "John S. Lander".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

AmeriSci Los Angeles
DBA: AmeriSci Los Angeles
24416 South Main Street, Suite 308
Carson, CA 90745
Mr. Glenn F. Massey
Phone: 310-834-4868 Fax: 310-834-4772
Email: gmassey@amerisci.com
<http://www.amerisci.com>

ASBESTOS FIBER ANALYSIS

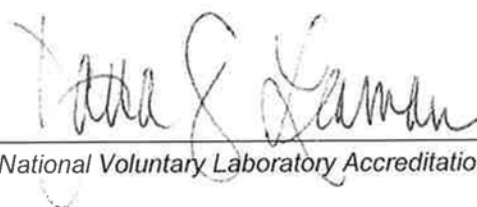
NVLAP LAB CODE 200346-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program



AIHA Laboratory Accreditation Programs, LLC

acknowledges that

LA Testing Huntington Beach

5431 Industrial Drive, Huntington Beach, CA 92649

Laboratory ID: 101650

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories* in the following:

LABORATORY ACCREDITATION PROGRAMS

- | | |
|--|---------------------------------------|
| <input checked="" type="checkbox"/> INDUSTRIAL HYGIENE | Accreditation Expires: April 01, 2018 |
| <input checked="" type="checkbox"/> ENVIRONMENTAL LEAD | Accreditation Expires: April 01, 2018 |
| <input checked="" type="checkbox"/> ENVIRONMENTAL MICROBIOLOGY | Accreditation Expires: April 01, 2018 |
| <input type="checkbox"/> FOOD | Accreditation Expires: |
| <input type="checkbox"/> UNIQUE SCOPES | Accreditation Expires: |

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached **Scope of Accreditation**. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2005 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached **Scope of Accreditation**. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

William Walsh

William Walsh, CIH
Chairperson, Analytical Accreditation Board

Revision 15: 03/30/2016

Cheryl O. Morton

Cheryl O. Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Date Issued: 08/10/2016



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

LA Testing Huntington Beach

5431 Industrial Drive, Huntington Beach, CA 92649

Laboratory ID: **101650**

Issue Date: 08/10/2016

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA-LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air analysis is not included as part of the NLLAP.

Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 8/23/1994

Field of Testing (FoT)	Technology sub-type/ Detector	Method	Method Description (for internal methods only)
Paint		EPA SW-846 3050B	
		EPA SW-846 7000B	
Soil		EPA SW-846 3050B	
		EPA SW-846 7000B	
Settled Dust by Wipe		EPA SW-846 3050B	
		EPA SW-846 7000B	
Airborne Dust		NIOSH 7082	

A complete listing of currently accredited Environmental Lead laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>

Effective: 05/04/2015

101650_Scope_ELLAP (Facility Move)_2016_08_10

Page 1 of 1



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

EMSL ANALYTICAL, INC.
464 McCormick St.
San Leandro, CA 94577
Andrew Pereze Phone: (510) 895-3675

ENVIRONMENTAL

Valid To: January 31, 2018

Certificate Number: 2845.09

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory to perform recognized EPA methods using the following testing technologies and in the analyte categories identified below; for the test methods applicable to the National Environmental Lead Laboratory Accreditation Program (NLLAP) and tests on children's products:

ENVIRONMENTAL LEAD

Test

Test Method(s)

Total Lead (Pb) in Soil

Soil, EPA 7000B – (FLAA), EMSL Analytical, Inc.
LM-007A 3050 (Modified Hotblock Digestion)

Total Lead (Pb) in Paint Chips

Chips, EPA 7000B – (FLAA), EMSL Analytical, Inc.
LM-007B 3050 (Modified Hotblock Digestion)

Total Lead (Pb) in Dust Wipes

Wipes, EPA 7000B – (FLAA), EMSL Analytical, Inc.
LM-007C 3050 (Modified Hotblock Digestion)

Total Lead (Pb) in Air

Air Cassettes, NIOSH 7082

(A2LA Cert. No. 2845.09) 03/31/2016

Page 1 of 1



Accredited Laboratory

A2LA has accredited

EMSL ANALYTICAL, INC.

San Leandro, CA

for technical competence in the field of

Environmental Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005 General requirements for the competence of testing and calibration laboratories. This laboratory also meets the requirements of any additional program requirements in the Environmental field. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated 8 January 2009).



Presented this 31st day of March 2016.

A handwritten signature in blue ink, appearing to read 'J. C. B...'. The signature is written in a cursive style.

Senior Director of Quality and Communications
For the Accreditation Council
Certificate Number 2845.09
Valid to January 31, 2018

For the tests to which this accreditation applies, please refer to the laboratory's Environmental Scope of Accreditation.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**ISSUE DATE: 04-28-2020****GROUP:**
POLICY NUMBER: 9147354-2020
CERTIFICATE ID: 108
CERTIFICATE EXPIRES: 01-01-2021
01-01-2020/01-01-2021**CITY OF REDONDO BEACH, PUBLIC WORKS DEPT SC**
531 N GERTRUDA AVE
REDONDO BEACH CA 90277-2129

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kent R. V. Lauf".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Steiner".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2016 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.****ENDORSEMENT #1651 - DUANE BEHRENS PRESIDENT - EXCLUDED.****ENDORSEMENT #1651 - JANE BEHRENS SEC,TRES - EXCLUDED.**

EMPLOYER

ELLIS ENVIRONMENTAL MANAGEMENT INC
430 SILVER SPUR RD STE 201
RANCHO PALOS VERDES CA 90275

SC

[P1D,SG]

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/28/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 350 Hudson Street 4th Floor New York, NY 10014	CONTACT NAME: Marion Ettinger PHONE (A/C, No, Ext): 212-488-0230 FAX (A/C, No): 646-514-9597 E-MAIL ADDRESS: marion.ettinger@epicbrokers.com INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident & Indemnity Company NAIC # 22357 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Ellis Environmental Management, Inc. 430 Silver Spur Rd, Ste. 201 Rancho Palos VE, CA 90275	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	72UECVZ0704SC	02/03/2020	02/03/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City, its officers, elected and appointed officials, employees, and volunteers are added as Additional Insureds to the Auto Liability policy but only as respects to liability arising out of work performed by or on behalf of the Named Insured. Auto Liability policy is Primary and non-Contributory per the attached endorsement. Waiver of Subrogation applies to Auto Liability policy per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach
Public Works Department
531 North Gertruda Ave.
Redondo Beach, CA 90277-0270

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

Amie L. M. [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2020

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 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 Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025		CONTACT NAME: Brenda Todd PHONE (A/C, No, Ext): 800-746-0048 E-MAIL: service@vanoppenco2.com FAX (A/C, No):		
INSURED Ellis Environmental Management Inc. 430 Silver Spur Road, Ste. 201 Rancho Palos Verdes CA 90275		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Homeland Insurance Co. of NY		34452
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1033214194

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL(Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	793-00-97-88-0000	11/11/2019	11/11/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability "Claims Made" Subject to GL Aggregate			793-00-97-88-0000	11/11/2019	11/11/2021	Each Claim 3,000,000 Aggregate 3,000,000

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

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as Additional Insured under General Liability as per written contract. Coverage is Primary and Non Contributory. A Waiver of Subrogation applies as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach
Public Works Department, Engineering Division
Attn: Jun Fujita Hall
415 Diamond Street
Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

2. Exclusions

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

- (a)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b)** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.	Any location, and completed operations at such location, where required by the written contract or written agreement in which the "Named Insured" agreed to add the person or organization qualifying as an additional insured under this endorsement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Such waiver will not be broader than the scope of the waiver agreed to by the "Named Insured" in such written contract or written agreement.

SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us is deleted and replaced with the following:

13. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a claim or suit have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.



Administrative Report

H.6., File # 21-2004

Meeting Date: 2/2/2021

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

TITLE

EXCUSE ABSENCES OF VARIOUS COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS

EXECUTIVE SUMMARY

<u>Commissioner</u>	<u>Board/Commission</u>	<u>Meeting Date</u>
Damien Marin	Budget and Finance	January 14, 2021
Steven R Walters	Harbor	January 11, 2021

On January 14, 2021, the City Clerk received notification from Commissioner Marin requesting an excused absence for the January 14, 2021 Budget and Finance Meeting.

On January 25, 2021 the City Clerk received notification from Commissioner Walters requesting an excused absence for the January 11, 2021 Harbor Meeting.

BACKGROUND

As of September 3, 2019, the City Council authorized the City Clerk to revise the policy pertaining to requests for excused absences, whereby Board Members and Commissioners are now required to communicate impending absences directly to the City Clerk for processing.

APPROVED BY:

Eleanor Manzano, City Clerk

FISCAL IMPACT

None



Administrative Report

H.7., File # 21-2023

Meeting Date: 2/2/2021

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

REGRETFULLY ACCEPT THE RESIGNATION OF COMMISSIONER ALEX MILLEY FROM THE PUBLIC ART COMMISSION, AND AUTHORIZE THE CITY CLERK TO POST THE VACANCY

EXECUTIVE SUMMARY

On January 18, 2021 the City Clerk's Office was notified of Commissioner Milley's resignation from the Public Art Commission due to moving away from the city.

BACKGROUND

Commissioner Milley was appointed to the Public Art Commission on October 01, 2018, for a four-year term ending September 30, 2022.

APPROVED BY:

Eleanor Manzano, City Clerk

ATTACHMENT

Milley - Letter of Resignation

January 25, 2021

Honorable Mayor and Councilmembers of the City of Redondo Beach,

I am privileged to have been selected as a commissioner for the City of Redondo Beach; serving the Public Art Commission since 2018. Due to work and family considerations, I have made the decision to move to Oceanside in February. As such, I must resign my commission position with the city.

Although there were a number of reasons for the move, the most difficult decisions were ceasing to serve the city under such competent and professional elected officials and with dedicated city management staff and fellow commissioners.

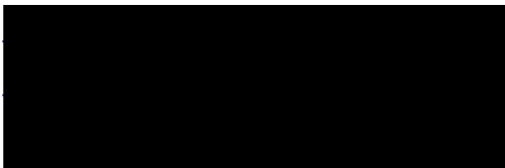
I thank you for the guidance and leadership each of you provided while I was seeking my commission appointment and am grateful for having been afforded the opportunity to serve the city.

I would like to think that I will be back in Redondo Beach at some point in the future and I hope that I would be considered to serve again if the opportunity arose.

Thank you and I wish the City of Redondo Beach, those who serve, and its residents all the best.



Alex Milley





Administrative Report

H.8., File # 21-1933

Meeting Date: 2/2/2021

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY 4/5 VOTE AND TITLE ONLY RESOLUTION NO. CC-2102-013, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2020-2021 BUDGET MODIFICATION TO APPROPRIATE UP TO \$70,000 IN SOUTHERN CALIFORNIA INCENTIVE PROJECT FUNDS FROM THE CALIFORNIA ENERGY COMMISSION TO THE CITY'S ELECTRIC VEHICLE CHARGING INFRASTRUCTURE CAPITAL IMPROVEMENT PROJECT #20770

APPROVE THE SUBMISSION OF THE SOUTHERN CALIFORNIA INCENTIVE PROJECT (SCIP) APPLICATION FORM FOR A DC FAST CHARGER AT THE REDONDO BEACH PERFORMING ARTS CENTER AS PART OF THE PROJECT REQUIREMENTS

EXECUTIVE SUMMARY

The recommended action would appropriate up to a total of \$70,000 for the use of supplementing the purchase and installation of a DC fast charger station as part of the Capital Improvement Project (CIP) No. 20770 for Electric Vehicle (EV) Charging Infrastructure. The DC fast charger would be installed at the Performing Arts Center as proposed in the plans and specifications that were approved by the City Council on January 19, 2021. Furthermore, the recommended action would approve the submittal of the SCIP application as required by the project for reimbursement.

Funds were reserved for the City in November 2020 as part of an application that was submitted in December 2019. The SCIP program is funded through the California Energy Commission and promotes easy access to zero-emission vehicle infrastructure by offering rebates for the purchase and installation of eligible public electric vehicle (EV) chargers. Funds received will be incorporated into CIP No. 20770 and go directly to the purchase and installation of the DC fast charger at the Performing Arts Center.

BACKGROUND

The plans and specifications for CIP No. 20770 were approved by the City Council on January 19, 2021. Incorporated in the plans and specifications is the purchase and installation of a DC fast charger to be installed at the Performing Arts Center. The Performing Arts Center was selected as the site due to its available power source and physical layout. In general, A DC fast charger can produce a full charge for an EV with a 100-mile range battery in slightly more than 30 minutes. For

comparison, a level II charger can usually charge between 15-35 miles per hour.

The DC fast charger was incorporated into the plans and specifications after SCIP funds were reserved for the City in the amount of up to \$70,000 or 75% of the cost, whichever is less. Staff was notified by SCIP of the reserved funds in November 2020, which stemmed from an application from December 2019. As required by the SCIP program, the DC fast charger must be available for public use. Staff will recommend a fee structure to utilize the EV charging stations and present those recommendations to City Council for consideration before they are activated.

COORDINATION

The resolution and application were reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

The City will receive up to \$70,000 or 75% of the costs, whichever is less. The remaining portion of the cost will be funded through CIP Project No. 20770.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

- Resolution
- SCIP Application

RESOLUTION NO. CC-2102-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2020-2021 BUDGET MODIFICATION TO APPROPRIATE UP TO \$70,000 IN SOUTHERN CALIFORNIA INCENTIVE PROJECT FUNDS FROM THE CALIFORNIA ENERGY COMMISSION TO THE CITY'S ELECTRIC VEHICLE CHARGING INFRASTRUCTURE CAPITAL IMPROVEMENT PROJECT #20770

WHEREAS, it is the intention of the City Council of Redondo Beach ('City Council') to review the adopted budget from time to time; and

WHEREAS, the City of Redondo Beach's adopted budget needs to be modified to appropriate monies to fund necessary expenditures; and

WHEREAS, the City of Redondo Beach (City) was allocated up to \$70,000 in Southern California Incentive Project (SCIP) funds from the California Energy Commission; and

WHEREAS, funds from the SCIP rebate program may be used for the purchase, installation, and maintenance of a DC Fast Charger; provided that, the charger is maintained for a minimum of five years; and

WHEREAS, the City intends to utilize these funds for the installation of the DC Fast Charger at the Redondo Beach Performing Arts Center; and

WHEREAS, the City desires to accept up to \$70,000 in SCIP funds to appropriate to the 2020-2021 fiscal year Electric Vehicle Charging Infrastructure Capital Improvement Project #20770.

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

SECTION 1. That the amounts allocated in the budget for Fiscal Year 2020-2021 and the amounts required to meet conditions which have arisen during the budget year, require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted for Fiscal Year 2020-2021 is modified as follows:

Up to \$70,000 in SCIP funds awarded by the California Energy Commission shall be appropriated to the Electric Vehicle Charging Infrastructure Capital Improvement Project #20770.

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

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. 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 2nd day of February, 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 Resolution No. CC-2102-013 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 2nd day of February, 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



Southern California Incentive Project Application Form

Part 1: Project Requirements

At the time an applicant submits an online rebate application the most current Southern California Incentive Project (SCIP) [Implementation Manual](#) available, as well as the rebate requirements agreed to by the applicant, will apply.

Rebates are processed on a first-come, first-served basis and issued to qualified applicants in up to two payments – a milestone payment at 240 calendar days (8 months) from Funds Reserved Status and a final payment. Delays beyond normal processing times may occur.

The maximum amount of active application rebates an applicant can have at any time is limited to:

- \$640,000 for applications on sites in Los Angeles County;
- \$640,000 for applications on sites in Orange County;
- \$320,000 for applications on sites in Riverside County;
- \$320,000 for applications on sites in San Bernardino County.

To apply for a rebate an Applicant must:

- 1) Submit an online application.
- 2) Complete an Installation Form online within 365 days from the date that rebate funds are reserved.
- 3) Submit supporting documentation within 365 calendar days from the date that rebate funds are reserved. The supporting documentation must be scanned and submitted through the SCIP website.

Required supporting documentation will include, at a minimum, the following:

- a. For applicants who request applications by phone, a complete application with signature and date. For online applicants, a scanned copy of the submitted application signed by the site owner or authorized representative.
- b. For applicants who are not site owners, a completed Site Use Verification Form providing confirmation that the site owner authorizes the applicant to install the equipment at the site.
- c. Copy of paid equipment receipt/invoice.
 - i. Invoice must include, at a minimum, purchase date, retailer name, business address, phone number, equipment make and model number(s), equipment serial number(s), and payment terms (paid in full – cash, check, credit card, etc.).
- d. Copy of installation receipt/invoice(s).
 - i. Invoice must include contractor name, contractor license number, business address, phone number, itemized costs, and payment terms (paid in full – cash, check, credit card, etc.).
- e. Copy of network service agreement (for a minimum of five years).
- f. Copy of building or other permit(s) approving installation.
- g. Copy of design / engineering invoice(s).
 - i. Invoice must include contractor/engineer name, contractor/engineer license number, business address, phone number, itemized costs, and payment terms (paid in full – cash, check, credit card, etc.).
- h. (If installation required utility service) Copy of utility service order(s) needed for the installation.
- i. (If installation required utility service) Copy of utility receipt/invoice(s).
 - i. Invoice must include utility name, address, phone number, itemized costs, and payment terms (paid in full – cash, check, credit card, etc.).
- j. Copy of final inspection card, permit or document showing installation has been completed.

- k. Photograph(s) of installed and operational charger(s) at the site address provided in the application.
- l. Photograph(s) of serial number on the charger(s).

Center for Sustainable Energy (CSE) may request additional documentation to verify that the applicant meets required eligibility criteria.

If the installation is not complete within 240 calendar days (8 months) from funds reserved status, and at least a copy of the building permit, design/engineering receipt/invoice, and signed application form have been submitted CSE will process a milestone payment calculated off project costs submitted to that point.

Important: If an applicant does not submit the required supporting documentation within 365 calendar days of the date rebate funds are reserved, the application may be terminated and the reserved rebate funds released back to SCIP. CSE has the discretion to complete additional review beyond the 365 calendar days on a case by case basis. Rebate checks must be cashed within six (6) months of the date on the check. Checks not cashed within this timeframe will be cancelled, and the rebate amount will be returned to SCIP.

Applicant, Site and Equipment Requirements

As a condition for receiving State of California, California Energy Commission ("Energy Commission") rebate funds the applicant must comply with the requirements below.

Eligible applicants must meet requirements that include, but are not limited to, the following:

- Submit a SCIP application prior to purchasing and installing equipment and before funds run out. Equipment purchased or installed prior to an application will not be eligible to receive a rebate. All project costs must be incurred after the Funds Reserved date. Any costs incurred prior to that date will not be eligible for SCIP rebate funds.
- Be an authorized representative of a qualified commercial or public facility installation site. SCIP defines an authorized representative as a site owner or an individual that has received permission from the site owner to apply on behalf of a qualified site.
- Be a business or government entity that is based in California or has a California-based affiliate or be a California Native American Tribe listed with the Native American Heritage Commission at the time of application.
 - a. California business entities and non-California business entities that conduct intrastate business in California and are required to register with the California Secretary of State must do so and be in good standing in order to receive a rebate. If not currently registered with the California Secretary of State, applicants should contact the Secretary of State's Office as soon as possible. For more information, visit the Secretary of State's website at: www.sos.ca.gov.
 - b. Sole proprietorships and DBA's (Doing Business As; also, called fictitious business name, assumed business name, or trade name) cannot apply as a business and must instead apply as a sole proprietorship.
- Have the new DC fast charger(s) installed by a qualified and licensed contractor in accordance with all local, state, and federal codes, permitting, and inspection requirements.
- Obtain any required permits and comply with all applicable federal, state, and municipal laws, rules, codes, and regulations for work performed for the rebate.
- Ensure the charger(s) shall remain in service at the project site address for a minimum of sixty (60) months.
- Submit information to the Alternative Fuels Data Center station locator tool for all charging stations rebated through SCIP.
- Submit five (5) years of utilization data, in not more than 1-year increments, to CSE.
- Be available for follow-up inspection if requested by CSE or the Energy Commission.
- Energy Commission reserves the right to request voluntary participation from rebate recipients in ongoing research efforts that support CALeVIP and SCIP goals.

The site where the new DC fast charger(s) will be installed must:

- Be located at a site address in Los Angeles, Orange, Riverside, or San Bernardino counties in California.
- Be a retail, grocery, restaurant, or gas station, hospital, airport, or police/sheriff station. Or be a parking garage, hotel, or city/county owned property within ¼ mile of the aforementioned sites. Additional information on eligible sites is available in the SCIP Frequently Asked Questions.
- Be well-lit, secure, and in compliance with all federal, state, and municipal laws, ordinances, rules, codes, standards and regulations.

The DC fast charger(s) must:

- Be a dual standard, CHAdeMO and Combined Charging System (CCS) DC fast charger.
- Be new equipment installed for the first time, hardwired at the corresponding site address. Resale units, rebuilt, rented, received from warranty insurance claims, won as a prize, or new parts installed in existing units do not qualify.
- Utilize both the CHAdeMO and CCSE charging connectors.
- Be networked, which is defined as a charger connected to a backend network operations center, enabling remote diagnostics and usage data collection.
- Be capable of delivering electricity to a plug-in electric vehicle at a minimum rate of 50 kilowatts.
- Have at least 1 DC fast charger per site. A maximum of 4 DC fast chargers per site location in Los Angeles and Orange counties, and a maximum of 3 in Riverside and San Bernardino counties can be rebated by SCIP.
- Use an open standard protocol as a basic framework for purposes of network interoperability.
- Accept some form of credit card payment, if payment is required. Be approved by a Nationally Recognized Testing Laboratory (NRTL) program for EVSE testing and certification.

Detailed information about these requirements and the processes associated with them can be found in the [SCIP Implementation Manual](#). Applicants that have questions about the SCIP Requirements should contact CSE (858-429-5177 or southerncalifornia-calvip@energycenter.org).

Declarations

You are indicating that you agree with the following statements and that information provided in your application is accurate and truthful. Please review each statement below and check the associated box if you agree.

☒ I have not declared bankruptcy within the last five (5) years.

☒ I do not have any threatened legal actions by or against me.

☒ I do not have any pending legal actions by or against me.

☒ I do not have any loan defaults.

☒ I do not have any outstanding judgements.

☒ By checking this box, I agree to the following:

1. I am the owner of the installation site or have the authority to file this application on behalf of the owner.
2. I have read and agree to the requirements of SCIP.
3. I choose to voluntarily submit personally-identifying information for the purposes of processing my rebate and enforcing the SCIP Requirements.
4. I have read and agree to the terms of the [SCIP Privacy Policy](#).

Part 2: Signature

By signing this form, the applicant agrees to the following:

1. I understand that the Energy Commission reserves all rights and remedies available under the law to enforce the SCIP Project Requirements.
2. I acknowledge that I have read, understand, and agree to be bound by the SCIP Project Requirements as outlined within this Rebate Application Form.

I certify, under the penalty of perjury, that the information provided herein and all supporting documentation is true, accurate, and complete.

William C. Brand

Print Applicant Name

2/02/2021

Date

Applicant Signature

A-00599

SCIP Application Number

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



Administrative Report

H.9., File # 21-2019

Meeting Date: 2/2/2021

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

APPROVE SECOND AMENDMENT TO THE AGREEMENT WITH RINCON CONSULTANTS, INC. FOR ENVIRONMENTAL REVIEW SERVICES OF A PROPOSED DEVELOPMENT PROJECT TO BE LOCATED AT 100-132 N. CATALINA AVENUE FOR AN ADDITIONAL AMOUNT OF \$79,137 FOR A TOTAL AMOUNT NOT TO EXCEED \$179,058 AND TO EXTEND THE TERM TO DECEMBER 31, 2021.

APPROVE FIRST AMENDMENT TO THE REIMBURSEMENT AGREEMENT WITH CATALINA FUND, LLC FOR REIMBURSEMENT OF COSTS RELATED TO THE ENVIRONMENTAL REVIEW OF A PROPOSED DEVELOPMENT PROJECT TO BE LOCATED AT 100-132 N. CATALINA AVENUE FOR AN ADDITIONAL AMOUNT OF \$105,097 FOR A TOTAL AMOUNT NOT TO EXCEED \$224,783 FOR A TERM THROUGH JUNE 30, 2022.

EXECUTIVE SUMMARY

The City entered into an agreement with Rincon Consultants, Inc. on August 20, 2019 to prepare a CEQA Initial Study/Mitigated Negative Declaration (IS/MND) for a proposed project to be located at 100-132 N. Catalina Avenue. During the review, a significant impact was found in the traffic analysis that will now require a full Environmental Impact Report (EIR). This contract amendment incorporates the additional cost and time needed for preparation of an EIR. The additional costs will be fully reimbursed by the project developer, subject to the associated amendment to the reimbursement agreement.

BACKGROUND

On August 20, 2019, the City Council approved a consulting services agreement with Rincon Consultants, Inc. and a reimbursement agreement with the project developer for CEQA environmental review of a proposed development project to be located at 100-132 N. Catalina Avenue. As part of the original scope of work, Rincon Consultants began preparing a Draft Initial Study/Mitigated Negative Declaration (IS/MND). Additional time was needed, and the original contract term was extended under the first contract amendment approved by City Council on June 16, 2020.

The IS/MND included a traffic analysis. The traffic analysis resulted in a significant impact on vehicle miles traveled, which triggers a full EIR. As such, Rincon Consultants submitted a proposal for preparation of the EIR, which will include the IS (already prepared), Notice of Preparation, Scoping Meeting, Administrative Draft EIR including project alternatives and additional traffic analysis, Notice

of Completion, Notice of Availability, and completion of the Final EIR with Response to Comments, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations. The contract will also include attendance at two public meetings. The additional cost for the EIR preparation will be \$79,137, including a subcontract with Fehr & Peers for the traffic analysis.

In addition to the contract amendment with Rincon Consultants, the City Council will also consider an amendment to the reimbursement agreement with the project developer, Catalina Fund, LLC for reimbursement of the additional cost for the EIR and the associated review by the City's legal consultant, Best Best Kreiger.

The proposed development is a mixed-use, density bonus project with 4 affordable housing units (very low income) and 26 market rate units. The project involves removal of a commercial building and portions of others. Four existing non-residential buildings that are contributors to a potential historic district will be adaptively reused, with the former lodge building repurposed for residential use. Approximately 3,000 square feet of non-residential space will be retained for a food and beverage sales uses. The applicant requests three incentives/concessions, consisting of lot consolidation, 3-story buildings, and mixed use zoning (for the adaptive reuse of the historic buildings).

COORDINATION

Preparation of the amendments to the Rincon Consultants contract and the reimbursement agreement has been coordinated with the City Attorney's Office. The cost quote for the CEQA legal review firm was also coordinated with the City Attorney's Office.

FISCAL IMPACT

All prior and additional contract costs for Rincon Consultants, Inc. for the EIR preparation will be fully reimbursed to the City pursuant to the terms contained within the amended reimbursement agreement with the project developer. Further, the reimbursement agreement includes the City's cost for outside legal review of the EIR.

City staff time for the project is part of the Planning Division's work product.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Second Amendment Contract Rincon Consultants, Inc.

First Amendment Reimbursement Agreement Catalina Fund, LLC

Proposal EIR Preparation Catalina Project Rincon Consultants, Inc.

First Amendment Contract Rincon Consultants, Inc. June 16, 2020

City Council Administrative Report First Amendment Rincon Consultant's, Inc. June 16, 2020

Original Contract Rincon Consultants, Inc. August 20, 2019

Original Reimbursement Agreement Catalina Fund, LLC August 20, 2019

City Council Administrative Report Original contracts August 20, 2019

**SECOND AMENDMENT TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND RINCON CONSULTANTS, INC.**

THIS SECOND AMENDMENT ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and RINCON CONSULTANTS, INC., a California corporation ("Consultant" or "Contractor").

WHEREAS, on August 20, 2019, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement") to perform the environmental review for the project located at 100-132 North Catalina Avenue; and

WHEREAS, on June 16, 2020, the parties hereto entered into a First Amendment to the Agreement ("First Amendment") to extend the term to June 20, 2021; and

WHEREAS, City and Consultant desire to further amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services: Exhibit A is hereby amended as follows:

"Project Management

Project management shall involve staff and subconsultant coordination, regular coordination meetings with City staff, and additional as-needed meetings at key points in the process. This task also includes internal coordination with our project team, coordination with Fehr & Peers, and on-going project management responsibilities such as cost and schedule tracking, progress reporting and invoicing.

Task 1. Prepare Initial Study and Notice of Preparation

A draft of the Initial Study has been prepared under the original contract for the IS-MND. All thresholds that are found to be less than significant in the Initial Study shall be eliminated from further review in the EIR. Rincon shall finalize the Initial Study and prepare the Notice of Preparation (NOP) to be circulated for the required 30-day comment period. Rincon shall submit the Initial Study and NOP to the State Clearinghouse and circulate the NOP to other agencies and interested parties. The City shall be responsible for the radius mailing. The NOP, the Initial Study, and all correspondence received in response to the NOP shall be attached as an appendix to the Draft EIR. If the scoping comments identify issues beyond

the scope of this amendment, a finalized scope for the Draft EIR shall be defined after all comments on the NOP have been received.

Task 2. Scoping Meeting

Rincon shall prepare for and conduct one public scoping meeting. Rincon assumes that the meeting shall be held virtually, and the City shall provide public notices of the meeting. Rincon shall be responsible for a PowerPoint presentation and any other presentation graphics.

Task 3. Administrative Draft Environmental Impact Report

The Administrative Draft EIR (ADEIR) shall be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the CEQA Guidelines state that:

An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to decide which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.

Where possible, Rincon shall incorporate information from existing environmental and planning documents that apply to the site and project. As necessary, Rincon shall conduct original research to augment existing information. Rincon shall provide electronic copies of the ADEIR, which shall include the specific components described below.

Summary

The EIR shall contain a summary of the proposed project and its environmental effects. This information shall be presented in tabular format to simplify review by decision-makers and the general public. This table shall include:

- A synopsis of issue-specific environmental impacts by issue area by level of significance
- Mitigation measures required for any identified significant impacts
- The residual effects after mitigation
- A synopsis of the alternatives reviewed and their associated impacts
- Identify areas of known public controversy and issues to be resolved

Project Description

The EIR shall include a project description that describes proposed land use changes and controls, planned structural or landscape modifications, operational or other features, policies and programs that have been incorporated into the project to minimize potential environmental or land

use conflicts. Textual, tabular, and graphic presentation shall be included as necessary to facilitate a thorough understanding of the proposal.

Introduction and Environmental Setting

The EIR shall include introductory sections required by CEQA that lay the groundwork for and summarize the substantive analysis to follow. The introduction shall describe the purpose and legal authority of the study, scope and content of the EIR, a discussion of lead, responsible and trustee agencies, and a brief project history. The environmental setting shall provide a general description of existing conditions in Redondo Beach and the project area. The regional environmental setting shall also contain a discussion of cumulative development in the area utilizing a cumulative project list developed in consultation with the City and Fehr & Peers specifically for this project.

Impact Analysis

Each environmental discussion shall include the following:

- Setting
- Impact Analysis
- Mitigation measures for identified significant impacts
- Level of significance after mitigation

The setting for each section shall describe existing conditions relevant to the given issue area based on existing data sources. Sources shall include the City's General Plan elements, other relevant environmental documents prepared during the last five years, data provided by the City, and the results of reconnaissance visits to the site.

The impact analysis shall include a discussion of the methodology used to quantify or determine impacts and the criteria for determining significance. Where possible, impacts shall be quantified. If existing data does not allow definitive quantification, reasonable assumptions shall be used to qualitatively forecast potential impacts. Cumulative impacts shall also be analyzed based on a list of planned and pending projects in and around the City.

Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. For impacts that warrant mitigation measures, they are indexed to and immediately follow the numbered impact in question. Rincon has found that such an approach focuses the analysis and becomes clearer for the public and decision-makers to follow.

Mitigation measures may include design measures and programs proposed by City staff and the consultant team. All mitigation measures shall be presented in wording that can be directly applied to conditions of approval.

The Administrative Draft IS-MND identifies eight issue areas that shall require mitigation to reduce impacts to less than significant. The impact analyses for the following issues areas shall be prepared under the EIR:

- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Noise
- Transportation
- Tribal Cultural Resources

Other CEQA-Required Discussions

This section of the EIR shall discuss the growth-inducing effects of the proposed project and significant irreversible environmental changes. Drawing on the information provided in the regional setting and the preceding issue discussion, the growth inducing impacts analysis shall address the potential for the project to directly induce population or economic growth or remove obstacles to growth in the area. The significant irreversible environmental changes discussion shall summarize the significant impacts of the project and discuss other irreversible changes that may result.

Alternatives

The EIR shall analyze up to four alternatives. These shall include the CEQA-required “no project” alternative and three alternative buildout schemes. Rincon recommends finalizing the alternative descriptions after completion of some of the preliminary analysis in order to ensure that the studied alternatives address significant impacts of the proposed project. Rincon shall work directly with City staff to identify alternatives.

Evaluation of alternatives shall be in less detail than for the proposed project, though the analysis shall provide sufficient information to allow decision-makers to select a project alternative if they chose to do so. To that end, the analyses shall be quantified and impacts for the alternatives shall be compared to applicable thresholds of significance in order to make a significance determination for all issue areas.

The applicability of mitigation measures required for the proposed project shall be discussed for each alternative and, as necessary, additional mitigation measures shall be developed.

This section shall also discuss alternative sites and identify the environmentally superior alternative. If the “no project” alternative is determined to be environmentally superior, the EIR shall identify the environmentally superior alternative among the remaining scenarios.

Task 4. Draft Environmental Impact Report

This task involves the production, editorial work and communication processes to publish the Draft EIR for circulation to the public and concerned agencies. Rincon shall produce a screen check Draft EIR for City review and, upon receipt of final City comments on the screen check, shall publish the Draft EIR. Rincon shall prepare a Notice of Completion (NOC) and a Notice of Availability (NOA). Rincon shall file the NOC with the State Clearinghouse and produce up to 10 hard copies of the Draft EIR. Rincon shall file the NOA with the County Clerk and send the NOA to agencies and other interested parties. The City shall be responsible for publishing the notice in a local newspaper and the radius mailing.

Task 5. Final Environmental Impact Report

The final formal stages of the EIR process involve responding to comments and final publication tasks. Through this process, final changes and policy decisions concerning the project shall be made. Rincon’s work effort for this task is described below.

Responses to Comments/Administrative Final EIR

Subsequent to receipt of all public comments on the Draft EIR, Rincon shall prepare formal responses and publish an Administrative Final EIR for City review. This shall include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft EIR that may be necessary. This scope assumes that 42 hours of professional time shall be sufficient to respond to the volume of public comments. The final version of the responses to comments shall be incorporated into the Final EIR. All responses shall include reasoned analysis, referencing the analysis contained in the EIR and augmenting with additional analysis as appropriate.

Final EIR Publication

Rincon shall deliver a PDF version of the document to the City for website posting. Upon certification of the Final EIR and project approval, Rincon shall deliver up to five bound copies of the Final EIR. If the project is approved, Rincon shall be responsible for filing a Notice of Determination (NOD) with the County Clerk (but note that the required filing fees

including California Department of Fish and Game fees are not included in the cost estimate).

Mitigation Monitoring and Reporting Plan

Rincon shall prepare a mitigation monitoring and reporting plan (MMRP) in accordance with City requirements. The MMRP shall be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan shall take the form of a detailed table, which shall compile all the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The program shall include:

- Suggested wording as a condition of approval
- Identification of persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

Findings and Statement of Overriding Considerations

Rincon shall prepare the required CEQA Findings and a Statement of Overriding Considerations (SOC). These shall be prepared in accordance with CEQA Guidelines sections 15091 and 15093, and in the City's preferred format.

Task 6. Technical Approach to the Transportation Analysis


Fehr & Peers' technical approach shall be the same as discussed in the original proposal dated June 13, 2019. The following is Fehr & Peers' scope of work for the EIR:

- Alternatives Analysis: Fehr & Peers shall develop VMT estimates for the project alternatives identified by the City and compare them to the City's VMT significance thresholds to identify potential transportation impacts. This analysis shall require up to two SCAG model runs. Level of Service (LOS) analysis shall not be conducted for project alternatives.
- Report Updates: Fehr & Peers shall develop two separate reports (CEQA and Non-CEQA) and shall update the CEQA report to incorporate our analysis of mitigation strategies and project alternatives.
- Response to Comments: Fehr & Peers shall respond to up to two rounds of public comments on the transportation section of the EIR
- Public Hearings: Fehr & Peers shall participate in up to two public hearings for the EIR."

2. **Term:** Exhibit B is hereby amended to extend the term of the Agreement from June 20, 2021 to December 31, 2021.

3. Compensation: Exhibit C is hereby amended as follows:

"The Agreement is hereby amended to increase the total cost from \$99,921 to an amount not to exceed \$179,058. This amount includes an increase in the cost of the traffic analysis to be performed by Fehr & Peers from \$36,035 to \$49,055. The costs for the additional services provided in this Second Amendment shall be as follows:



RINCON CONSULTANTS, INC.

100-130 Catalina Avenue Project

Cost Amendment

			Principal II	Supervisor I	Professional III	GIS/CADD Specialist I	Production Specialist	Clerical
Tasks	Labor Cost	Hours	\$240	\$195	\$130	\$112	\$88	\$75
Administrative Draft EIR								
Project Description and Intro Sections	\$3,172	22	2	4	12		4	
Environmental Analysis (8 sections)	\$18,672	132	8	16	96	4	8	
Alternatives	\$6,938	49	2	6	40		1	
Other CEQA-Required Sections	\$1,670	11	1	2	8			
Public Review Draft EIR	\$8,608	56	6	16	24	2	8	
Final EIR								
Response to Comments	\$6,596	42	4	12	24		2	
MMRP	\$1,758	12	1	2	8		1	
Findings/State of Overriding Consideration	\$3,866	24	4	6	12		2	
Publication of Final EIR	\$3,304	24		8	8		8	
Public Meetings (2)	\$4,350	20	10	10				
Project Management	\$4,230	24	6	12				6
Subtotal Cost	\$ 63,164	416	\$ 10,560	\$ 18,330	\$ 30,160	\$ 672	\$ 2,992	\$ 450

Direct Cost Summary

Miscellaneous Expenses	\$ 1,000
F&P	\$ 13,020
General & Administrative	\$ 1,953
Subtotal Additional Costs	\$ 15,973

Summary

Professional Fees Subtotal	\$ 63,164
Direct Costs Subtotal	\$ 15,973
Total Project Budget	\$ 79,137

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation - Standard rates subject to 3% escalation annually

4. Modification. Except as expressly set forth herein, the Agreement shall continue in full force and effect. The Agreement together with this Second Amendment and First Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Second Amendment and the First Amendment and Agreement, the terms of this Second Amendment shall prevail. This Second Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of this 2nd day of February, 2021.

CITY OF REDONDO BEACH

RINCON CONSULTANTS, INC.

William C. Brand, Mayor

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

APPROVED:

Diane Strickfaden, Risk Manager

ATTEST:

Eleanor Manzano, City Clerk

**FIRST AMENDMENT TO
REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND CATALINA FUND LLC**

THIS FIRST AMENDMENT ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and CATALINA FUND LLC a California Limited Liability Company ("CATALINA FUND").

WHEREAS, on August 20, 2019, the parties hereto originally entered into that certain Reimbursement Agreement between the City and CATALINA FUND ("Agreement") to reimburse the City for the costs associated with the environmental review and the associated legal review for the project located at 100-132 North Catalina Avenue; and

WHEREAS, City and CATALINA FUND desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement:

1. Section 3 Environmental Review; Consultants; Payments: Sections 3D, 3E, and 3F are hereby amended as follows:

Section 3D: "The maximum reimbursement amount CATALINA FUND agrees to pay under this Agreement shall be \$224,783."

Section 3E: Exhibit A attached to the Agreement is hereby replaced in its entirety with the following:

SUMMARY OF REIMBURSABLE COSTS

SERVICE	PROVIDER OF SERVICE	COST OF SERVICE
Preparation of Environmental Impact Report (EIR) and Traffic Study	Rincon Consultants, Inc.	\$179,058
CEQA and Land Use Legal Counsel	Best Best & Krieger	\$45,725
	Total Reimbursable Costs	\$224,783

Section 3F: "Within 14 days after the execution of the First Amendment, CATALINA FUND shall make a payment of \$105,097 to City as a full advance on City's revised costs and fees for the environmental review by Consultants ("Advance")."

2. Modification. Except as expressly set forth herein, the Agreement shall continue in full force and effect. The Agreement together with this First Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this First Amendment and Agreement the terms of this First Amendment shall prevail. This First Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of this 2nd day of February, 2021.

CITY OF REDONDO BEACH

CATALINA FUND LLC
A California Limited Liability Company

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

APPROVED:

Diane Strickfaden, Risk Manager

ATTEST:

Eleanor Manzano, City Clerk



Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012

213 788 4842 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

December 14, 2020
Project No: 19-08005

Antonia Gardea, Senior Planner
City of Redondo Beach
Community Development Department
415 Diamond Street, Door 2
Redondo Beach, California 90277
Via email: antonio.gardea@redondo.org

Subject: Add Services Request for the 100-132 Catalina Avenue Project

Dear Antonio:

Rincon Consultants, Inc. (Rincon) is submitting this amendment to our contract for the 100-132 Catalina Avenue Project (project) for preparation of an Environmental Impact Report (EIR) due to the significant impact found during preparation of the Initial Study-Mitigation Negative Declaration (IS-MND). Based on quantitative analysis for the vehicle miles traveled associated with the proposed project, the project exceeds the City's threshold, which results in a significant impact that requires analysis under an EIR. The following is a summary of the scope, schedule and cost for the EIR tasks, including the transportation analysis by Fehr & Peers.

Scope of Work

Prepare Initial Study and Notice of Preparation

A draft of the Initial Study has been prepared under the original contract for the IS-MND. All thresholds that are found to be less than significant in the Initial Study will be eliminated from further review in the EIR. We will finalize the Initial Study and prepare the Notice of Preparation (NOP) to be circulated for the required 30-day comment period. We will submit the Initial Study and NOP to the State Clearinghouse and circulate the NOP to other agencies and interested parties. We assume the City will be responsible for the radius mailing. The NOP, the Initial Study, and all correspondence received in response to the NOP will be attached as an appendix to the Draft EIR. If the scoping comments identify issues beyond the scope of this amendment, a finalized scope for the Draft EIR will be defined after all comments on the NOP have been received.

Scoping Meeting

Rincon will prepare for and conduct one public scoping meeting. Rincon assumes that the meeting will be held virtually, and the City will provide public notices of the meeting. Rincon will be responsible for a PowerPoint presentation and any other presentation graphics.

Administrative Draft Environmental Impact Report

The Administrative Draft EIR (ADEIR) will be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the CEQA Guidelines state that:

An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.

Where possible, Rincon will incorporate information from existing environmental and planning documents that apply to the site and project. As necessary, we will conduct original research to augment existing information. Rincon will provide electronic copies of the ADEIR, which will include the specific components described below.

Summary

The EIR will contain a summary of the proposed project and its environmental effects. This information will be presented in tabular format to simplify review by decision-makers and the general public. This table will include:

- A synopsis of issue-specific environmental impacts by issue area by level of significance
- Mitigation measures required for any identified significant impacts
- The residual effects after mitigation
- A synopsis of the alternatives reviewed and their associated impacts
- Identify areas of known public controversy and issues to be resolved

Project Description

The EIR will include a project description that describes proposed land use changes and controls, planned structural or landscape modifications, operational or other features, policies and programs that have been incorporated into the project to minimize potential environmental or land use conflicts. Textual, tabular, and graphic presentation will be included as necessary to facilitate a thorough understanding of the proposal.

Introduction and Environmental Setting

The EIR will include introductory sections required by CEQA that lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study, scope and content of the EIR, a discussion of lead, responsible and trustee agencies, and a brief project history. The environmental setting will provide a general description of existing conditions in Redondo Beach and the project area. The regional environmental setting will also contain a discussion of cumulative development in the area utilizing a cumulative project list developed in consultation with the City and Fehr & Peers specifically for this project.

Impact Analysis

Each environmental discussion will include the following:

- Setting
- Impact analysis
- Mitigation measures for identified significant impacts

- Level of significance after mitigation

The setting for each section will describe existing conditions relevant to the given issue area based on existing data sources. Sources will include the City's General Plan elements, other relevant environmental documents prepared during the last five years, data provided by the City, and the results of reconnaissance visits to the site.

The impact analysis will include a discussion of the methodology used to quantify or determine impacts and the criteria for determining significance. Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will also be analyzed based on a list of planned and pending projects in and around the City.

Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. For impacts that warrant mitigation measures, they are indexed to and immediately follow the numbered impact in question. We have found that such an approach focuses the analysis and becomes clearer for the public and decision-makers to follow.

Mitigation measures may include design measures and programs proposed by City staff and the consultant team. All mitigation measures will be presented in wording that can be directly applied to conditions of approval.

The Administrative Draft IS-MND identifies eight issue areas that will require mitigation to reduce impacts to less than significant. The impact analyses for the following issues areas will be prepared under the EIR:

- | | |
|------------------------|-----------------------------------|
| ▪ Air Quality | ▪ Hazards and Hazardous Materials |
| ▪ Biological Resources | ▪ Noise |
| ▪ Cultural Resources | ▪ Transportation |
| ▪ Geology and Soils | ▪ Tribal Cultural Resources |

Other CEQA-Required Discussions

This section of the EIR will discuss the growth-inducing effects of the proposed project and significant irreversible environmental changes. Drawing on the information provided in the regional setting and the preceding issue discussion, the growth inducing impacts analysis will address the potential for the project to directly induce population or economic growth or remove obstacles to growth in the area. The significant irreversible environmental changes discussion will summarize the significant impacts of the project and discuss other irreversible changes that may result.

Alternatives

The EIR will analyze up to four alternatives. These will include the CEQA-required "no project" alternative and three alternative buildout schemes. We recommend finalizing the alternative descriptions after completion of some of the preliminary analysis so that we can ensure that the studied alternatives address significant impacts of the proposed project. Rincon will work directly with City staff to identify alternatives.

Evaluation of alternatives will be in less detail than for the proposed project, though the analysis will provide sufficient information to allow decision-makers to select a project alternative if they chose to do so. To that end, the analyses will be quantified and impacts for the alternatives will be compared to applicable thresholds of significance in order to make a significance determination for all issue areas.

The applicability of mitigation measures required for the proposed project will be discussed for each alternative and, as necessary, additional mitigation measures will be developed.

This section will also discuss alternative sites and identify the environmentally superior alternative. If the “no project” alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining scenarios.

Draft Environmental Impact Report

This task involves the production, editorial work and communication processes to publish the Draft EIR for circulation to the public and concerned agencies. Rincon will produce a screencheck Draft EIR for City review and, upon receipt of final City comments on the screencheck, will publish the Draft EIR. Rincon will prepare a Notice of Completion (NOC) and a Notice of Availability (NOA). Rincon will file the NOC with the State Clearinghouse and produce up to 10 hard copies of the Draft EIR. We will file the NOA with the County Clerk and send the NOA to agencies and other interested parties. We assume the City will be responsible for publishing the notice in a local newspaper and the radius mailing.

Final Environmental Impact Report

The final formal stages of the EIR process involve responding to comments and final publication tasks. Through this process, final changes and policy decisions concerning the project will be made. Our work effort for this task is described below.

Responses to Comments/Administrative Final EIR

Subsequent to receipt of all public comments on the Draft EIR, Rincon will prepare formal responses and publish an Administrative Final EIR for City review. This will include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft EIR that may be necessary. This scope assumes that 42 hours of professional time will be sufficient to respond to the volume of public comments. The final version of the responses to comments will be incorporated into the Final EIR. All responses will include reasoned analysis, referencing the analysis contained in the EIR and augmenting with additional analysis as appropriate.

Final EIR Publication

Rincon will deliver a PDF version of the document to the City for website posting. Upon certification of the Final EIR and project approval, we will deliver up to five bound copies of the Final EIR. If the project is approved, Rincon will be responsible for filing a Notice of Determination (NOD) with the County Clerk (but note that the required filing fees including California Department of Fish and Game fees are not included in our cost estimate).

Mitigation Monitoring and Reporting

Rincon will prepare a mitigation monitoring and reporting plan (MMRP) in accordance with City requirements. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table, which will compile all the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The program will include:

- Suggested wording as a condition of approval
- Identification of persons/agencies responsible for monitoring compliance with each condition

- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions.

Findings and Statement of Overriding Considerations

Rincon will prepare the required CEQA Findings and a Statement of Overriding Considerations (SOC). These will be prepared in accordance with CEQA Guidelines sections 15091 and 15093, and in the City's preferred format.

Project Management

Project management will involve staff and subconsultant coordination, regular coordination meetings with City staff, and additional as-needed meetings at key points in the process. This task also includes internal coordination with our project team, coordination with Fehr & Peers, and on-going project management responsibilities such as cost and schedule tracking, progress reporting and invoicing.

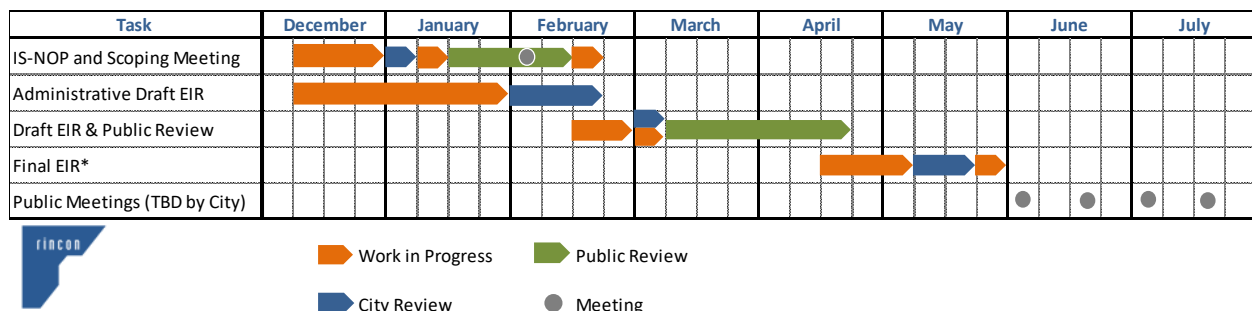
Technical Approach to the Transportation Analysis

Fehr & Peer's technical approach will be the same as discussed in the original proposal dated June 13, 2019. The following is Fehr & Peers' scope of work for the EIR (also included as Attachment A):

- Alternatives Analysis: Fehr & Peers will develop VMT estimates for the project alternatives identified by the City and compare them to the City's VMT significance thresholds to identify potential transportation impacts. This analysis will require up to two SCAG model runs. Level of Service (LOS) analysis will not be conducted for project alternatives.
- Report Updates: Fehr & Peers will develop two separate reports (CEQA and Non-CEQA) and will update the CEQA report to incorporate our analysis of mitigation strategies and project alternatives.
- Response to Comments: Fehr & Peers will respond to up to two rounds of public comments on the transportation section of the EIR
- Public Hearings: Fehr & Peers will participate in up to two public hearings for the EIR

Schedule

The following schedule assumes six months to complete the Final EIR and ready for public meetings by June of 2021.



*This is an estimate because the timing for preparation of response to comments depends on the volume and content of the public comment received.

Cost

The cost for the above scope of work is \$79,137. The current budget amount is \$99,921. The remaining budget from the original contract will be used for three public meetings, the final peer reviews for the historic and hazards analyses, and the hard copies of the document. The cost estimate also assumes that 42 hours of professional time will be sufficient to respond to the volume of public comments received on the Draft EIR. If the number or complexity of comments exceeds expectations included in this scope of work, we reserve the right to renegotiate this component of the work program. This amendment would bring Rincon's overall budget for the project to \$179,058.



RINCON CONSULTANTS, INC. 100-130 Catalina Avenue Project

Cost Amendment

			Principal II	Supervisor I	Professional III	GIS/CADD Specialist I	Production Specialist	Clerical
Tasks	Labor Cost	Hours	\$240	\$195	\$130	\$112	\$88	\$75
Administrative Draft EIR								
Project Description and Intro Sections	\$3,172	22	2	4	12		4	
Environmental Analysis (8 sections)	\$18,672	132	8	16	96	4	8	
Alternatives	\$6,938	49	2	6	40		1	
Other CEQA-Required Sections	\$1,670	11	1	2	8			
Public Review Draft EIR	\$8,608	56	6	16	24	2	8	
Final EIR								
Response to Comments	\$6,596	42	4	12	24		2	
MMRP	\$1,758	12	1	2	8		1	
Findings/State of Overriding Consideration	\$3,866	24	4	6	12		2	
Publication of Final EIR	\$3,304	24		8	8		8	
Public Meetings (2)	\$4,350	20	10	10				
Project Management	\$4,230	24	6	12				6
Subtotal Cost	\$ 63,164	416	\$ 10,560	\$ 18,330	\$ 30,160	\$ 672	\$ 2,992	\$ 450

Direct Cost Summary

Miscellaneous Expenses	\$ 1,000
F&P	\$ 13,020
General & Administrative	\$ 1,953
Subtotal Additional Costs	\$ 15,973

Summary

Professional Fees Subtotal	\$ 63,164
Direct Costs Subtotal	\$ 15,973
Total Project Budget	\$ 79,137

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation - Standard rates subject to 3% escalation annually

If you have any questions regarding this proposal, please contact Susanne Huerta. Thank you for the opportunity to assist with this assignment.

Sincerely,

Rincon Consultants, Inc.



Susanne Huerta, AICP
Supervising Planner
(213) 788-4842 x104
shuerta@rinconconsultants.com



Deanna Hansen
Principal
(213) 788-4842 x2056
dhansen@rinconconsultants.com

Attachment A
Fehr & Peers
Scope of Services



SCOPE OF SERVICES

CATALINA VILLAGE EIR SUPPORT

December 11, 2020

Fehr & Peers is pleased to respond to the City's request for a proposal to provide additional services in support of an EIR for the Catalina Village project. The scope of work outlined below provides details on the process:

Scope of Services

- Alternatives Analysis: Fehr & Peers will develop VMT estimates for the project alternatives identified by the City and compare them to the City's VMT significance thresholds to identify potential transportation impacts. This analysis will require up to two (2) SCAG model runs. LOS analysis will not be conducted for the project alternatives.
- Report Updates: Fehr & Peers will develop two (2) separate reports (CEQA and Non-CEQA) and will update the CEQA report to incorporate the analysis of mitigation strategies and project alternatives.
- Response to Comments: Fehr & Peers will respond to up to two (2) rounds of public comments on the transportation section of the EIR.
- Public Hearings: Fehr & Peers will participate in up to two (2) public hearings for the EIR.

Fee

The estimated cost to provide additional services in support of an EIR in accordance with the proposed scope of work is \$13,020, as shown in the attached table.

Cost Sheet
Catalina Village EIR

EMPLOYEE	HOURLY RATE					TOTAL HOURS	TOTAL COSTS
		Task 1 Alternatives Analysis	Task 2 Report Updates	Task 3 Response to Comments	Task 4 Public Hearings		
Michael Kennedy, PIC	\$245	4	4	4	8	20	\$4,900
Nico Boyd, PM	\$140	22	14	14	8	58	\$8,120
TOTAL HOURS		26	18	18	16	78	--
TOTAL LABOR COSTS		\$4,060	\$2,940	\$2,940	\$3,080	--	\$13,020
TOTAL COST							\$13,020

**FIRST AMENDMENT TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND RINCON CONSULTANTS, INC.**

THIS FIRST AMENDMENT ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and RINCON CONSULTANTS, INC., a California corporation ("Consultant" or "Contractor").

WHEREAS, on August 20, 2019, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement") to perform the environmental review for the project located at 100-132 North Catalina Avenue; and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement:

1. Term: The term of the Agreement is hereby extended from August 31, 2019 to June 20, 2021.
2. Modification. Except as expressly set forth herein, the Agreement shall continue in full force and effect. The Agreement together with this First Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this First Amendment and Agreement the terms of this First Amendment shall prevail. This First Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

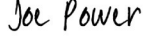
IN WITNESS WHEREOF, the parties have entered into this First Amendment as of this 16th day of June, 2020.

CITY OF REDONDO BEACH

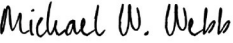
RINCON CONSULTANTS, INC.

DocuSigned by:

EC413C7231DF4E1...
William C. Brand, Mayor

DocuSigned by:

55A5020182D641F...
By: Joe Power
Name: Joe Power
Title: Sr. Vice President

APPROVED AS TO FORM:

DocuSigned by:

669049EDE03D402...
Michael W. Webb, City Attorney

APPROVED:

DocuSigned by:

B7E2B0D00BA64E7...
Jill Buchholz, Risk Manager

ATTEST:

DocuSigned by:

72F2AC716C214CF...
Eleanor Manzano, City Clerk



Administrative Report

H.15., File #20-1047

Council Action Date: 6/16/2020

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

APPROVE FIRST AMENDMENT TO AN AGREEMENT WITH RINCON CONSULTANTS, INC. FOR ENVIRONMENTAL REVIEW SERVICES OF A PROPOSED DEVELOPMENT PROJECT TO BE LOCATED AT 100-132 N. CATALINA AVENUE IN AN AMOUNT NOT TO EXCEED \$99,921 TO EXTEND THE TERM THROUGH JUNE 30, 2021

EXECUTIVE SUMMARY

The City entered into an agreement with Rincon Consultants, Inc. for environmental review services associated with a proposed project at 100-132 N. Catalina Avenue. The agreement will expire on August 31, 2020. This amendment will extend the term through June 30, 2021 with no change to the contract amount.

BACKGROUND

On August 20, 2019, the City Council approved a consulting services agreement with Rincon Consultants, Inc. and a reimbursement agreement with the project developer for CEQA environmental review services related to a proposed development project to be located at 100-132 N. Catalina Avenue. As part of the scope of work, Rincon Consultants will prepare a Draft Initial Study/Mitigated Negative Declaration (IS/MND). The contract is set to expire on August 30, 2020.

The project developer submitted an environmental assessment application on May 17, 2019. The project site at 100-132 N. Catalina Avenue totals 55,350 square feet, or approximately 1.27 acres. There are five existing street-facing buildings on site, which have historically served as commercial, light industrial, and retail. The project proposes the demolition of certain structures, the partial demolition of buildings that would be adaptively reused, and the construction of 26 residential units. The project involves a series of entitlements that would be considered by the Preservation Commission and Planning Commission. The services of an environmental consultant are necessary to prepare a California Environmental Quality Act (CEQA) Initial Study-Mitigated Negative Declaration (IS-MND).

Work on the (IS/MND) has begun, but is expected to extend past the current date of the contract expiration. This amendment will extend the contract through June 30, 2021, with no change to the contract amount.

COORDINATION

Preparation of the contract amendment has been coordinated with the City Attorney's Office.

1

FISCAL IMPACT

All contract costs with Rincon Consultants, Inc. for the environmental review services will be fully reimbursed to the City pursuant to the terms contained within a reimbursement agreement with the project developer.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

First Amendment to Agreement with Rincon Consultants, Inc.
Original Agreement with Rincon Consultants, Inc.
Reimbursement Agreement with project developer

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND RINCON CONSULTANTS, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and RINCON CONSULTANTS, INC., a California 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. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,

shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. 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.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. 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.

8. 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.
9. 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.
10. 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.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this 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.
12. 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.

13. 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.
14. 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.

15. 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.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. 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.
18. 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.

19. 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.
20. 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.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. 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.
23. 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.
24. 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.
25. Time of Essence. Time is of the essence of this Agreement.
26. 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.
27. 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."
28. 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.
29. 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.
30. 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.


31. 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.
32. 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.
33. 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.
34. 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.
35. 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 August, 2019.

CITY OF REDONDO BEACH

RINCON CONSULTANTS, INC.


William C. Brand, Mayor

By: 
Name: Joe Fowler
Title: Vice President

ATTEST:


Eleanor Manzano, City Clerk

APPROVED:


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

PROJECT DESCRIPTION

Prepare an Initial Study/Mitigated Negative Declaration (IS-MND) for a development proposal which spans 14 adjacent parcels across six addresses, including 100, 112, 116, 124, 126, and 132 North Catalina Avenue. The project site totals 55,350 square feet, or approximately 1.27 acres. There are five existing street-facing buildings on-site totaling 25,350 square feet, which have historically served as commercial, light-industrial, and retail. The project involves the adaptive reuse and reduction of existing retail at 100-132 North Catalina Avenue, as well as the new construction of 30 residential units. As proposed, the project would maintain four of the existing on-site buildings that provide a historical benefit and reducing the usable square footage to 13,578 square feet. The project would also remediate contaminated on-site soils. The developer is requesting approval of a Historic Overlay Zone (HOZ) to grandfather in the existing retail use for on-site buildings, which, if approved, would enable the existing building's continued use and allow for variances for the project to retain retail use.

The existing buildings have historic relevance for the community as part of the last remaining original commercial district of the City. A remediation plan, and Phase I and Phase II Reports have been conducted for the proposed project, which shall be used to provide detail to the hazards and hazardous materials analyses.

SCOPE OF SERVICES

Task 1 Kick-Off Meeting

Rincon's Principal-in-Charge and Project Manager shall attend a kick-off meeting with the City and, if appropriate, the applicant. The meeting shall serve to discuss:

- Communication protocol
- Data needs
- Project timeline and steps in the environmental process
- Preview of any prominent issues for the project
- Schedule

Task 2 Peer Reviews and Technical Studies

Subtask 2.1 Cultural Resources Peer Review

Rincon's cultural resources specialists shall conduct a peer review of the cultural resources technical report prepared for the proposed project. The peer review shall focus on the adequacy of the survey and identification methods, cultural setting and

historic evaluations. The peer review shall review the findings for conformance with the cultural resources requirements of CEQA and local city requirements.

The results of the cultural resources peer review shall be summarized in a technical memorandum.

The following assumptions were used in developing the cost estimate:

- Rincon shall not conduct a site visit or any supplemental research for the project
- No more than one round of revisions to the peer review memorandum shall be necessary following review by the City
- Electronic submittal of all documents
- No meetings are required

Subtask 2.2 Health Risk Assessment

The air quality section shall also consider potential health risks associated with exposure of onsite residents to diesel particulate matter (DPM), a toxic air contaminant (TAC), from heavy duty truck trips on the Pacific Coast Highway. The dispersion of toxic air contaminants to the Project site shall be determined through the use of Hotspots Analysis and Reporting Program Version 2 (HARP 2) software developed by the California Air Resource Board and the most recent version of the USEPA's air dispersion model, the AMS/EPA Regulatory Model (AERMOD). Chronic, acute, and carcinogenic health risk calculations shall be based on the Office of Environmental Health Hazard Assessment's 2015 Risk Assessment Guidelines and SCAQMD's 2017 Risk Assessment Procedures. The methodology and results of the health risk assessment (HRA) shall be included in a standalone report to be summarized in the air quality section of the IS-MND.

Optional Task - Construction Health Risk Assessment

If requested by the City, the air quality section may also consider potential health risks associated with exposure of offsite sensitive receptors to DPM from operation of heavy duty equipment during project construction. The dispersion of toxic air contaminants from the project site shall be determined through the use of HARP 2 software and AERMOD. Chronic, acute, and carcinogenic health risk calculations shall be based on the Office of Environmental Health Hazard Assessment's 2015 Risk Assessment Guidelines and SCAQMD's 2017 Risk Assessment Procedures. The methodology and results of the construction health risk assessment (HRA) shall be included in a standalone report to be summarized in the air quality section of the IS-MND.

Subtask 2.3 Hazards and Hazardous Materials Peer Review

The hazards and hazardous materials section of the IS-MND shall be based upon the information presented in the applicant-provided remediation plan and Phase I and Phase II Environmental Site Assessments (ESA). Rincon shall perform a thorough peer review of the methodologies, conclusions, and recommendations presented in the documents to assess the potential for hazardous materials to be present on the project site and the effects that such materials may have on the proposed project. Such

information is especially important with regard to subsurface excavations that may be required for the proposed project and to determine whether subsurface contaminants would adversely impact project development. If substantial deficiencies are identified, Rincon shall provide a memorandum outlining the deficiencies. It is assumed that the available ESAs are compliant with the current American Society for Testing and Materials (ASTM) standards and requirements and presents, at a minimum, the findings of the following work tasks relating to the project site: historical records review; site reconnaissance; and, interviews with employees or other parties knowledgeable of site conditions. As necessary, Rincon shall provide recommendations for additional analysis and/or mitigation that should be included in the CEQA document, incorporating the recommendations contained in the applicant prepared study, as appropriate. If significant impacts are identified, mitigation measures shall be developed to avoid or minimize project impacts. Mitigation measures may include programs for further examination and delineation of potential hazardous materials spills or site uses as well as performance standards that must be met in order to comply with existing environmental regulations and to avoid or minimize hazards to human health and safety and the environment.

Subtask 2.4 Traffic Data Collection

Fehr & Peers (F&P) shall conduct the Transportation Data Collection based on the following scope of work. The entire scope of work is provided in Appendix A.

F&P Task 1 – Existing Conditions

F&P shall summarize existing transportation conditions around the project site. Based on the location of the project in relation to the surrounding street network, and the level of trips expected to be generated by the project, F&P assumes 11 intersections shall be studied for this project. F&P shall coordinate with a data collection firm to conduct the traffic, pedestrian, and bicycle counts at the following study intersections, as scoped in coordination with the City of Redondo Beach:

1. Catalina / Torrance
2. Catalina / Garnet
3. Catalina / Emerald
4. Catalina / Diamond
5. Catalina / Beryl
6. Herondo / Anita / PCH
7. PCH / Catalina
8. PCH / Beryl
9. PCH / Diamond
10. PCH / Emerald
11. PCH / Torrance

Counts shall be collected during the summer, as well as during the school year.

The City of Redondo Beach requires the use of the Intersection Capacity Utilization (ICU) methodology for signalized intersections, and the Highway Capacity Manual

(HCM) methodology for unsignalized intersections and level of service (LOS) analysis for the 11 study intersections shall be prepared using those methodologies.

F&P Task 2 – Cumulative Base Conditions

F&P shall apply an ambient traffic growth factor based on the direction from the City. Previously, under direction from the City, F&P applied population growth development pipeline shall be reviewed, and if necessary, additional trips shall be added to the existing plus ambient growth traffic volumes to account for these projects. LOS analysis for intersections shall be conducted using the City's required methodologies as specified in Task 2.

F&P Task 3 –Project Traffic Volumes

F&P shall prepare trip generation estimates based on the proposed project using trip rates from the Institute of Transportation Engineers (ITE) Trip Generation or the Mixed Use Trip Generation Methodology (MXD+) applied on previous projects in the City using the MainStreet trip generation model developed by F&P.

Trip distribution estimates shall be developed based on a review of trip distribution patterns from prior projects, and the Southern California Association of Governments (SCAG) Travel Demand Model for the transportation analysis zone (TAZ) that contains the project site.

F&P Task 4 – Project Scenarios LOS, Impact Analyses, Mitigation Measures

Using the trip distribution pattern developed in Task 4, F&P shall assign project trips to both the existing and cumulative base traffic volumes to prepare intersection LOS analysis for two project scenarios using the City's required LOS methodologies:

- Existing plus Project
- Cumulative plus Project

Project impacts for both scenarios shall be assessed using the impact criteria as specified in the City's Criteria for Traffic Impact Studies.

If necessary, project mitigation measures shall be developed, to determine if there are any feasible mitigation measures to fully mitigate project impacts to less than significant levels. Mitigation measures could take the form of physical measures (lane restriping, roadway widening), traffic signal modifications, or transportation demand management measures (TDM). Conceptual designs for mitigation measures are not included in this scope, but can be provided if requested, with a scope and budget modification.

The project impact analysis shall qualitatively evaluate other factors, such as the effects of the project as it relates to transit, pedestrian, and bicycle modes.

F&P shall review the project's potential for traffic impacts on nearby Congestion Management Program (CMP) arterial monitoring intersections and freeway monitoring locations. CMP transit impact analysis shall also be prepared.

F&P Task 5– Vehicle Miles Travelled Impact Analysis

The State Office of Planning and Research (OPR) has finalized the revisions to the CEQA Guidelines in accordance with Senate Bill (SB) 743. One primary outcome of SB 743 shall be to remove traffic level of service (LOS) from the CEQA impact criteria assessed, and replace it with a vehicle-miles traveled (VMT) metric. The City has until July 1st, 2020 to determine their own thresholds and adopt new guidance. The following scope is a placeholder based on the methodology that F&P has used in other jurisdictions.

This scope of work, and corresponding task budget may need to be revised as the City of Redondo Beach goes through the process of adopting VMT based impact criteria.

The SCAG model shall be used to determine average trip length for residential, office, and retail for the project containing TAZ and/or the City of Redondo Beach. Based on an estimate of employees and residents, per capita VMT shall be calculated by multiplying average trip lengths by project trip generation, divided by the estimate of jobs and population. These per-capita VMT numbers shall be compared to published SCAG regional averages. F&Ps anticipates that SCAG numbers shall be available sometime in the fall. If the project per capita VMT exceeds regional averages, a significant VMT impact would be identified.

F&P Task 6 – Transportation Impact Study Report

F&P shall prepare a transportation impact study report, summarizing the results of the transportation analysis prepared in Task 1 through Task 5. A draft report shall be submitted to the project team and the City for review and comment. A revised final report shall be prepared, incorporating the team's comments into the document.

Task 3 Administrative Draft IS

Rincon shall prepare an Administrative Draft IS using the CEQA Appendix G environmental checklist. Rincon shall submit one electronic copy of the Administrative Draft IS in PDF format and five bound copies of the IS-MND.

The Administrative Draft IS shall evaluate each of the 20 issue areas on the CEQA environmental checklist. Rincon shall incorporate information from any relevant and available technical studies to assist in addressing checklist issues. Where appropriate, impacts shall be quantified in relation to established thresholds of significance. A determination of significance shall be made for each issue area and mitigation measures shall be provided as necessary for identified significant effects. Although each topic shall be discussed in appropriate detail in the Administrative Draft IS, based on Rincon's understanding of the scope of the proposed project it is anticipated that key issue areas for the project shall include air quality and GHG, hazards/hazardous materials, noise, and transportation/traffic. Rincon shall summarize information from the Cultural Resources Report, remediation plan, Phase I Report, Phase II Report, and traffic study in the IS, and the studies shall be included as appendices to the IS-MND.

Because of the disturbed nature of the site, it is not anticipated that full biological resource surveys are warranted.

Task 4 Public and Agency Review Draft IS-MND

Rincon shall respond to internal team comments on the Administrative Draft IS and format the document as a Draft IS-MND to be distributed for a 30-day public review. Up to 20 bound copies and 15 CDs of the Draft IS-MND shall be provided to the City. Rincon shall prepare the Notice of Intent (NOI) to Adopt an IS-MND, a Notice of Completion and draft newspaper notices, and shall be responsible for mailing of the Draft IS-MND to the State Clearinghouse, responsible agencies, and county clerk.

Task 5 Final IS-MND

Upon receipt of all public comments on the Draft IS-MND, Rincon shall prepare draft responses for City review. Upon receipt of internal review comments on the draft responses, Rincon shall incorporate changes and prepare the Final IS-MND. Upon Final IS-MND approval, Rincon shall produce up to 5 hard copies and 5 CDs of the Final IS-MND (including responses to comments). Rincon shall also prepare the CEQA findings for the project and include them in electronic format. Rincon shall file the Notice of Determination (NOD) within five days of any project approval.

Task 6 Project Management Meetings and Hearings

Subtask 6.1 Project Management Meetings

In addition to the kick-off meeting, Rincon's Principal-in-Charge and/or Project Manager shall attend up to two meetings with City staff. These meetings shall be scheduled as appropriate and are anticipated to occur after completing the Administrative Draft IS and prior to producing the Final IS-MND.

Subtask 6.2 Public Hearings

Rincon's Principal-in-Charge or Project Manager shall attend three public hearings (two meetings for Planning Commission and one meeting for City Council) on the project. If requested, Rincon shall prepare and deliver a presentation that summarizes the CEQA process and the findings of its analysis.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM

This Agreement shall commence on August 6, 2019 and shall continue until August 31, 2020, unless otherwise terminated as herein provided.

SCHEDULE

Consultant shall complete the environmental review process for each project based on the following schedule:

Kick-Off Meeting

Rincon's Principal-in-Charge and Project Manager shall attend a kick-off meeting within one week of authorization to proceed.

Cultural Resources Peer Review

Rincon shall complete the Cultural Resources peer review within three weeks from contract authorization and receipt of the historic evaluation.

Health Risk Assessments

Rincon shall complete the Health Risk Assessment three weeks from contract authorization and receipt of the final project details. The optional Construction Health Risk Assessment would also be completed within three weeks of receipt of construction details.

Hazards and Hazardous Materials Peer Review

Rincon shall complete the peer review of the applicant's remediation plan within three weeks from contract authorization and receipt of the remediation plan and associated reports.

Administrative Draft IS

Rincon shall submit the Administrative Draft IS within six weeks of project kickoff. This assumes receipt of the Traffic Impact Analysis no later than eight weeks from the project kick-off. Rincon has estimated a two-week City review period.

Public and Agency Review Draft IS-MND

Rincon shall submit the Draft IS-MND within two weeks of receipt of comments from the City on the Administrative Draft IS. The Draft IS-MND shall be distributed for the required 30-day public and agency review period.



Final IS-MND

Within two weeks of the close of the public and agency review period, Rincon shall submit an Administrative Final IS-MND for City review. Rincon has estimated a one-week City review period. Rincon shall publish the Final IS-MND within one week of receipt of City comments.

Project Meetings and Hearings

Rincon shall attend three public hearings as scheduled by the City. In addition, Rincon shall also attend two project management meetings.

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 the environmental review is \$99,921. This amount includes \$36,035 for the traffic study to be prepared by a sub-consultant. The amount also includes the complete scope of work described in Exhibit A including peer reviews for the cultural resources and hazardous materials studies, and preparation of a health risk assessment. The amount assumes that the response to comments shall require approximately 30 hours of professional staff time



RINCON CONSULTANTS, INC.

City of Redondo Beach - 100-132 North Catalina Avenue Project

Cost Estimate

	Rincon Labor Classification →		Principal II	Senior Professional II	Professional II	GIS/CADD Specialist I	Production Specialist	Clerical/Administrative Assistant I
Tasks	Labor Cost	Hours	\$235	\$170	\$112	\$108	\$86	\$75
Task 1: Kickoff Meeting	\$1,770	10	4	4				2
Task 2: Peer Reviews and Technical Studies								
Task 2.1: Cultural Resources Peer Review	\$1,811	13	1	4	8			
Task 2.2: Health Risk Assessment	\$7,475	57	4	12	36	2	2	1
Task 2.3: Hazardous & Hazardous Materials Peer Review	\$3,644	24	4	8	12			
Task 2.4: Traffic Analysis	See below							
Task 3: Admin Draft IS	\$15,905	123	10	20	80	4	8	1
Task 4: Draft IS Preparation & Public Review	\$5,729	45	2	12	20	2	8	1
Task 5: Final IS-MND	\$5,557	43	2	12	20	2	6	1
Task 6: Project Management Meetings and Hearings	\$75	1						1
Task 6.1: Project Management Meetings (2)	\$2,430	12	6	6				
Task 6.2: Public Hearings (3)	\$6,075	30	15	15				
Project Management	\$4,960	28	6	20				2
SUBTOTAL COST	\$ 55,431	386	\$ 12,690	\$ 19,210	\$ 19,712	\$ 1,080	\$ 2,064	\$ 675

Direct Cost Summary

Print Draft IS-MND (20 hard copies, 15 CDs)	\$ 1,225
Print Final IS-MND (5 hard copies, 5 CDs)	\$ 325
Traffic Counts - Fehr & Peers	\$ 36,035
General and Administrative (G&A)	\$ 5,405
Miscellaneous Expenses	\$ 1,500
Subtotal Additional Costs:	\$ 44,490

Summary

Professional Fees Subtotal	\$ 55,431
Direct Costs Subtotal	\$ 44,490
TOTAL PROJECT BUDGET	\$ 99,921

Billing rates shown above are for budgetary purposes. Actual rates may vary depending on staff availability, but overall costs will not exceed the total shown herein.

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 \$99,921 and services are performed to the full satisfaction of the City. Consultant acknowledges that the payment of services is subject to a separate reimbursement agreement with a third party and that payment may be delayed due to delay in the City's receipt of reimbursement monies.
4. **NOTICE** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant

Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, CA 90012
Attn: Joe Power

City

City of Redondo Beach
Planning Division
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.





RINCCON-01

PRIETOP

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/14/2018

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 License # 0E67768
Legends Environmental Ins. Services
130 Vantis
Suite 250
Aliso Viejo, CA 92656

CONTACT NAME: **Elizabeth Leach**
PHONE (A/C, No, Ext): **(949) 297-5537 52011** FAX (A/C, No): **(949) 297-5960**
E-MAIL ADDRESS: **Elizabeth.Leach@joausa.com**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Crum & Forster Specialty Insurance Company	44520
INSURER B :	Trumbull Insurance Company	27120
INSURER C :	StarStone National Insurance Company	25496
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Rincon Consultants, Inc.
472 N Ashwood Ave
Ventura, CA 93295

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPK125280	12/17/2018	12/17/2020	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Deductible \$ 50,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	72UUNPT4318	12/17/2018	12/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EFX111982	12/17/2018	12/17/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	T10180329	02/01/2018	02/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			EPK125280	12/17/2018	12/17/2020	Per Claim \$ 3,000,000
A	Professional Liab			EPK125280	12/17/2018	12/17/2020	Aggregate \$ 4,000,000

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

*Professional Liability is written on a Claims Made basis. When required by written contract, the General Liability and Pollution Liability Limits are on a Per Project basis while dedicated; the Professional Liability is on a Per Policy basis. Professional Liability Deductible \$50,000 Each Claim.

The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named as additional insureds for General Liability and Auto Liability with respect to work performed for them by the Named Insured as required by written contract, per Blanket Additional Insured endorsement EN0147-1111, EN0320-0211, EN0321-0211 & HA99160312. Liability Coverage is Primary and Non-Contributory as required by written contract, per endorsement EN0147-1111 & HA99160312. Blanket Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation as required by written contract, per Endorsement EN0147-1111, HA99160312 & WC000313. Excess policy follows General Liability, Auto Liability and Employers Liability form.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. ~~WAIVER OF SUBROGATION~~

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

Per Policy Minimum Waiver Premium by State:

\$500: AL, AR, CA, CO, CT, DC, ID, IL, IN, IA, KS, ME, MD, MI, MS, MT, NV, NM, OH, OK, OR, PA, RI, SD, UT, VT, VA, WA, WV
\$250: AK, DE, LA, NY
\$100: NC
\$50: WI
N/A: AZ, FL, GA, HI, MA, MN, MO, NE, SC, TN, TX

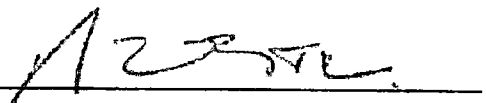
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/18 Policy No. T10180329
Insured Rincon Consultants, Inc
Insurance Company StarStone National Insurance Company

Endorsement No. 5
Policy Effective Date 02/01/18

Countersigned By



WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

POLICY #: EPK125280

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required by Written Contract.	Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Where Required by Written Contract.	Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
 3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

POLICY #: EPK125280

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the Common Provisions, **Section IV – LIMITS OF INSURANCE AND DEDUCTIBLE**, item **3.** is amended by the addition of the following:

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CATALINA FUND LLC

This Reimbursement Agreement (the "Agreement") is made and entered into this 20th day of August, 2019 (the "Effective Date"), by and between the City of Redondo Beach ("City") and CATALINA FUND LLC, a California Limited Liability Company ("CATALINA FUND").

RECITALS

WHEREAS, CATALINA FUND is the owner of property in the City of Redondo Beach and CATALINA FUND proposes to develop an adaptive reuse and reduction of existing retail at 100-132 North Catalina Avenue as well as the construction of 30 new residential units ("Proposed Project"); and

WHEREAS, CATALINA FUND is prepared to reimburse costs incurred by City to fund the environmental analysis (Initial Study-Mitigated Negative Declaration (IS-MND) prepared pursuant to the California Environmental Quality Act ("CEQA," Pub. Resources Code, §§ 21000 *et seq.*) for the Proposed Project; and

WHEREAS, CEQA and the CEQA Guidelines (14 Cal. Code Regs., §§ 15000 *et seq.*) provide that City may contract with a private consultant to prepare the environmental review of the Proposed Project (CEQA, § 21082.1, subd. (a); CEQA Guidelines, § 15084, subd. (d)(2)); and

WHEREAS, CEQA authorizes City to collect fees from project applicants to recover the costs for the preparation and processing of environmental review of the Proposed Project (CEQA, § 21089, subd. (a)).

NOW, THEREFORE, in reliance on the foregoing recitals and in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and CATALINA FUND hereby agree as follows:

AGREEMENT

1. NO WAIVER OF CITY'S DISCRETIONARY AUTHORITY

A. CATALINA FUND and City acknowledge and agree that the Planning Commission and City Council retain all discretion granted to them under law in considering the Proposed Project and that nothing in this Agreement is intended to limit their discretionary powers or waive any third party procedural due process rights.

2. TERM AND TERMINATION OF AGREEMENT

A. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the Termination Date.

B. For purposes of this Agreement, the "Termination Date" shall mean thirty (30) days after the date which all city permits and approvals for the Proposed Project have become final or thirty (30) days after CATALINA FUND or City, terminate this Agreement by providing written notice of termination.

C. In the event litigation is initiated by a third party related to the CEQA and/or land use entitlement process for the Project, and the Developer has elected to reimburse the City for the defense of such litigation as provided as set forth below, the "Termination Date" shall be extended until litigation is concluded.

D. In the event litigation is initiated by a third party related to the potential certification/approval of environmental documents prepared pursuant to CEQA, potential approval of land use entitlements, including but not limited to Conditional Use Permits, Variances, etc., Developer shall have the right within thirty (30) days of receipt of notice of such litigation, to provide written approval to the City of Developer's election to reimburse the City for its reasonably incurred attorneys' fees and costs for the defense of such litigation, such approval not to be unreasonably withheld, conditioned or delayed. In the event that the Developer makes the foregoing election, Developer shall reimburse City's litigation expenses in connection with such litigation, including but not limited to reasonable attorney's fees, and costs incurred and shall directly be responsible to satisfy any judgments rendered in the litigation against the City including any monetary judgments. In the event the Developer elects not to reimburse the City for its litigation expenses or at any time fails to reimburse the City for all fees and costs incurred up to the Termination Date, even after Developer elected to reimburse the City, the City shall have the right to rescind all approvals or actions related to the litigation including, but not limited to, certification and approval of any documents prepared pursuant to CEQA, any land use approvals, and any leases or other agreements entered with respect to the Project.

E. Upon the occurrence of any of the foregoing termination events, City shall immediately cease work on the environmental review of the Proposed Project, shall instruct its environmental consultant and outside legal counsel to cease all work including on the environmental review, and shall cease all other technical assessments relating to the Proposed Project. Developer shall reimburse the City for all fees and costs incurred up to the Termination Date, and the City shall refund to Developer the full balance of reimbursement amount remaining after all required payments for all fees and costs incurred up to the Termination Date have been made therefrom. In no event shall either party be reimbursed by the other for any further costs incurred after the effective date of such termination that relate to the environmental review of the Proposed Project.

3. ENVIRONMENTAL REVIEW; CONSULTANTS; PAYMENT

A. All environmental review for the Proposed Project shall be prepared in accordance with all applicable federal, state, city laws, regulations and statutes, including CEQA.

B. City will enter into an agreement with an environmental consultant of City's choosing to conduct the prepared environmental documents of the Proposed Project pursuant to CEQA. City will also enter into an agreement with outside legal counsel, if none exists at the time, to assist City in preparing the environmental review in compliance with CEQA and any transactional work. The environmental consultant and outside legal counsels hired by the City shall collectively be known as "Consultants". City shall provide copies of the executed agreements to CATALINA FUND.

C. For purposes of this agreement, "environmental review" shall refer to all work performed by City's Consultants and City staff in conducting the City's environmental review, which includes the preparation of the environmental documents for the Proposed Project as required by CEQA and other applicable laws.

D. Subject to the limits set forth below, CATALINA FUND agrees to reimburse all costs and fees incurred by City in preparing the environmental review of the Proposed Project by the Consultants and City staff. Costs and fees for which CATALINA FUND shall be responsible shall include costs and fees for the services of the Consultants in preparing the environmental review of the Proposed Project and City staff time. City agrees to provide a copy of the environmental consultant's bills to CATALINA FUND within ten (10) days of receipt by City and City agrees to provide a copy of the legal counsel's invoice to CATALINA FUND within ten (10) days of receipt by City. The legal counsel invoices provided to CATALINA FUND shall only include the number of hours spent and the hourly rate without violating attorney-client privilege and confidentiality between the City and its attorney or such other privileges allowed by law. The maximum reimbursement amount CATALINA FUND agrees to pay under this Agreement shall be **\$119,868**. In the event the fees and costs will exceed the amounts stated above, this Agreement must be amended by the parties to reflect the additional amounts as agreed to by the parties before such additional fees and expenses are incurred. All work shall be suspended pending the parties reaching an agreement for the additional amounts.

E. Attached as Exhibit A is the Scope of Services which identifies the services to be performed and to the extent possible the identity of Consultants and the estimated cost for their services. City reserves absolute discretion as to the selection and hiring of any Consultants not specifically identified in Exhibit A.

F. Within 14 days after the Effective Date, CATALINA FUND shall make a payment of \$119,868 to City as a full advance on City's costs and fees for the environmental review by Consultants ("Advance").

G. Following commencement of preparation of the environmental review of the Proposed Project, City shall periodically request, as needed (but in no event if the Advance is sufficient to pay such fees and costs), that CATALINA FUND provide City with further payments for the costs and fees incurred in preparing the environmental review. Such payments shall be made within 14 days of City's request.

H. In the event that, for any reason, CATALINA FUND does not provide City with payments requested within the timeframe set forth in paragraph (F), above, City reserves the right to cease environmental review of the Proposed Project.

I. City agrees that, within thirty (30) days after completion of the environmental review or termination of this Agreement, City will return to CATALINA FUND any funds paid by CATALINA FUND that were not spent (this does not include expenses incurred by City prior to the effective date of termination) by City on the environmental review of the Proposed Project and provide CATALINA FUND with an accounting of such fees and expenses.

4. LEAD AGENCY'S INDEPENDENT JUDGMENT REGARDING ENVIRONMENTAL REVIEW

A. City's decision to approve or deny the project application, and City's determinations pursuant to CEQA, must reflect the lead agency's independent judgment. (CEQA, § 21082.1(c); 14 Cal. Code Regs., § 15084.) Accordingly, final responsibility and final authority on all questions concerning the content and quality of the environmental review of the Proposed Project lies in City's sole discretion. CATALINA FUND understands and agree that the environmental consultant and outside counsel only owe a duty to City, and not to CATALINA FUND or to any other third-person or entity. CATALINA FUND agrees that the adequacy of performance of the environmental consultant and the extent of payment to the environmental consultant for its work shall be determined at the sole discretion of City.

B. CATALINA FUND is expressly prohibited from directly or indirectly exercising any supervision or control over any employee, agent or Consultant of the City involved in the Project. This prohibition shall not be construed to preclude CATALINA FUND, their agents or representatives, from providing information to the City or any employee, agent or Consultant of the City for incorporation into the Project, or from seeking information from the City, or any employee, agent or Consultant of the City with respect to the Project.

C. CATALINA FUND's advance of funds shall not be dependent upon the City's approval or disapproval of any of CATALINA FUND's application(s), or upon the result of any action, and shall in no way influence the Project. Neither CATALINA FUND nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the outcome of any application or the selection of an alternative favorable to or benefiting Developer.

5. INFORMATION SHARING

A. The City and the CATALINA FUND both seek to ensure environmental documents are prepared in compliance with CEQA. Similarly, the City and the CATALINA FUND seek to ensure that all potential land use entitlements are processed in compliance with all applicable laws, including but not limited to the City's Municipal Code. The City and CATALINA FUND therefore may agree to share information, as reasonably necessary to accomplish their common goals and interests, without waiver of the Attorney Client Privilege, Work Product Doctrine, or other applicable privileges ("Joint Defense and Common Interest Doctrine"). CATALINA FUND agrees to provide City with all information regarding the proposed Project, including a description of the proposed Project, as may be reasonably requested by City.

B. City and CATALINA FUND shall meet on a regular basis or as requested by either party to discuss the progress of the environmental review.

6. COMMUNICATIONS

CATALINA FUND agrees that neither CATALINA FUND, nor their employees or agents will contact the environmental consultant or City's outside legal counsel in connection with the Proposed Project without prior approval from City, except that CATALINA FUND's attorneys may contact City's outside legal counsel.

7. NO CONFIDENTIALITY

A. The parties may reveal all or part of this Agreement to others as required by law.

8. ASSIGNMENTS

A. CATALINA FUND may not assign their rights under this Agreement to any third party but may assign the entire Agreement to any subsidiary or affiliate of CATALINA FUND. Any assignment by CATALINA FUND shall not relieve CATALINA FUND from its duties hereunder. Any prohibited assignment or purported assignment shall be null and void, and CATALINA FUND shall bear sole responsibility for any consequences resulting from such prohibited or purported assignment. City may not assign its rights under this Agreement.

9. MISCELLANEOUS

A. Applicable Law. This Agreement will be governed by and constructed under the laws of the State of California without regard to conflicts of laws principles.

B. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, which shall be

binding and effective as to each of the parties hereto. A facsimile shall be deemed to be an original.

C. Time of the Essence. Time is of the essence in this Agreement.

D. Legal Capacity. Each individual executing this Agreement hereby represents and warrants that he has the capacity set forth on the signature pages hereof with the full power and authority to bind the party on whose behalf he is executing this Agreement to the terms hereof.

E. Notice. The following addresses shall serve as the locations to which notices and other correspondences between City and CATALINA FUND shall be sent which notices shall be effective one (1) business day after being sent by overnight courier or personal delivery, return receipt requested:

To the City: Michael W. Webb
City Attorney
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

With a copy to: Community Development Director
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

To Developer: CATALINA FUND LLC
1221 Hermosa Ave. #101
Hermosa Beach, CA 90254

WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement as of the Effective Date.

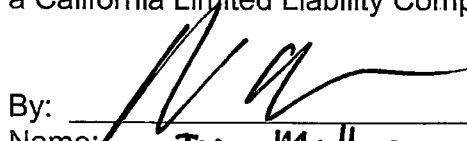
Date: 9/2/19

THE CITY OF REDONDO BEACH


William C. Brand, Mayor

CATALINA FUND LLC
a California Limited Liability Company

Date: 7/18/19

By: 
Name: Jason Muller
Title: General Manager, BCCM

ATTEST:


Eleanor Manzano, City Clerk

APPROVED AS TO FORM:


Michael W. Webb, City Attorney

EXHIBIT A

SUMMARY OF REIMURSABLE COSTS

SERVICE	PROVIDER OF SERVICE	COST OF SERVICE
Preparation of Initial Study-Mitigated Negative Declaration (IS-MND) and Traffic Study	Rincon Consultants, Inc.	\$99,921
CEQA and Land Use Legal Counsel	Best Best & Krieger	\$19,765
	Total Reimbursable Costs	\$119,686



Administrative Report

N.2., File #19-0083

Council Action Date: 8/20/2019

To: MAYOR AND CITY COUNCIL
From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING ENVIRONMENTAL REVIEW AT 100-132 N. CATALINA AVENUE

APPROVE AGREEMENT WITH RINCON CONSULTANTS, INC. FOR ENVIRONMENTAL REVIEW SERVICES OF A PROPOSED DEVELOPMENT PROJECT TO BE LOCATED AT 100-132 N. CATALINA AVENUE FOR THE AMOUNT NOT TO EXCEED \$99,921 FOR THE TERM OF AUGUST 6, 2019 THROUGH AUGUST 31, 2020.

APPROVE A REIMBURSEMENT AGREEMENT WITH CATALINA FUND, LLC FOR COSTS RELATED TO THE ENVIRONMENTAL REVIEW OF A PROPOSED DEVELOPMENT PROJECT TO BE LOCATED AT 100-132 N. CATALINA AVENUE FOR THE AMOUNT NOT TO EXCEED \$119,686 FOR THE TERM OF AUGUST 6, 2019 THROUGH AUGUST 31, 2020.

EXECUTIVE SUMMARY

The developer submitted an environmental assessment application on May 17, 2019 for a proposed project located at 100-132 N. Catalina Avenue. The project site totals 55,350 square feet, or approximately 1.27 acres. There are five existing street-facing buildings on site, which have historically served as commercial, light industrial, and retail. The project involves the demolition of certain structures, the partial demolition of buildings that would be adaptively reused, and the construction of 26 residential units. The project involves a series of entitlements that would be considered by the Preservation Commission and Planning Commission. The services of an environmental consultant are necessary to prepare a California Environmental Quality Act (CEQA) Initial Study-Mitigated Negative Declaration (IS-MND). The costs associated with this review are required to be reimbursed to the City by the developer. The proposed contract with Rincon Consulting Inc. provides all necessary IS-MND consultant services at a fully reimbursed cost of \$99,921.

A reimbursement agreement has been prepared with the project developer, Catalina Fund LLC, to provide for full reimbursement of up to \$119,686.00 for the following costs associated with the project's environmental review:

- | | |
|--|----------|
| • Rincon Consultants, Inc. preparation of IS-MND | \$99,921 |
| • City's CEQA Legal Counsel costs | \$19,755 |

The City Attorney's Office has prepared the necessary consulting services agreement between the City and Rincon Consultants, Inc. and the reimbursement agreement between the City and the developer, Catalina Fund LLC. The developer has agreed to fully fund all costs associated with the entitlement processing for the proposed project.

BACKGROUND

The developer submitted an application to complete an environmental assessment for a project that involves adaptive reuse of four of the buildings for commercial purposes and construction of 26 residential dwelling units. The repurposed buildings may be deemed as contributing structures to a historic district and require rehabilitation according to a preservation plan. Dry cleaners and other industrial uses operated on the subject site, thereby requiring remediation of contaminated soils. The applicant proposes establishment of an historic district along the 100 block of North Catalina Avenue and requests development concessions and incentives under the State Density Bonus law. The project density is 20.6 dwelling units per acre (17.5 DU/acre allowed). It is expected that the following entitlements will be required (exact entitlements to be determined when official application is formally submitted):

Preservation Commission

- Certificates of Appropriateness;
 - Alteration of Potential Contributors to a Historic District
 - Construction of New Buildings on a site with potential Historic Resources
- Request to form a Historic District; and,
- Recommendation regarding Parking Variance for Historic Resources.

Planning Commission

- Initial Study-Mitigated Negative Declaration;
 - Air Quality/Greenhouse Gas
 - Cultural (Historic) Resources
 - Transportation/Traffic
- Coastal Development Permit;
- Vesting Tentative Tract Map;
- Conditional Use Permit (Density Bonus) - Concessions/Incentives;
 - Lot Consolidation
 - Stories
 - Mixed Use
- Planning Commission Design Review; and,
- Historic Variance (commercial parking).

A public hearing process will be required before the Preservation Commission and the Planning Commission once the applications are formally submitted. The environmental review process is anticipated to take approximately three months for completion of the scope of work.

The proposed contract with Rincon Consultants, Inc. provides for the full preparation of the project IS -MND. A complete detail of the consultant's responsibilities and deliverables is provided in the 2

exhibits to the attached contract.

Rincon Consultants, Inc. has been selected as the City's CEQA consultant due to their past expertise in successfully preparing Mitigated Negative Declarations and assisting in the entitlement phase for other projects including the Shade Hotel, Marine Avenue Hotels, and Northrop Grumman Modernization and Expansion Project. Rincon Consulting Inc. is a multi-disciplinary firm with the special skills and qualifications necessary to complete the assigned project.

The City's CEQA Legal Consultant on this project, Best Best Krieger, will provide legal review of the IS-MND. The legal review costs are included within the proposed reimbursement agreement.

COORDINATION

The proposed contract and reimbursement agreement have been prepared by and coordinated with the City Attorney's Office. The selection of a CEQA Legal Consultant for this project was coordinated through the City Attorney's Office.

FISCAL IMPACT

All contract costs with Rincon Consultants, Inc. for the environmental review consulting services will be fully reimbursed to the City pursuant to the terms contained within the attached reimbursement agreement with the project developer. Additional costs for outside CEQA legal counsel review are also included in the reimbursement agreement.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

- Contract with Rincon Consultant, Inc.
- Reimbursement Agreement with Catalina Fund, LLC



Administrative Report

H.10., File # 21-2024

Meeting Date: 2/2/2021

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE CANCELLATION OF THE MARCH 2, 2021 REGULAR CITY COUNCIL MEETING AND AGENCY MEETINGS AND RESCHEDULE TO MARCH 9, 2021

EXECUTIVE SUMMARY

To recommend cancellation of the first meeting of March 2021, a Regular City Council, Community Financing Authority, Housing Authority, and Public Finance Authority meetings scheduled for March 2, 2021 and reschedule to March 9, 2021.

BACKGROUND

March 2, 2021, is the Redondo Beach General Municipal Election. The City Clerk's Office will be conducting election night canvass to tabulate ballots for the All Mail Ballot election, which shall be publicly broadcasted.

FISCAL IMPACT

None

SUBMITTED BY:

Eleanor Manzano, City Clerk



Administrative Report

H.11., File # 21-2001

Meeting Date: 2/2/2021

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH WEST COAST CIVIL FOR CIVIL ENGINEERING CONSTRUCTION SUPPORT SERVICES FOR THE REDONDO BEACH TRANSIT CENTER PROJECT, JOB NO. 20120 FOR AN ADDITIONAL AMOUNT OF \$30,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$45,000 FOR THE EXISTING TERM

EXECUTIVE SUMMARY

On August 4, 2020 the City Council approved a professional services agreement with West Coast Civil (WCC) in the amount of \$15,000 to provide civil engineering construction support services during construction of the Redondo Beach Transit Center Project. The services provided by WCC were necessary to replace services anticipated to be provided by the original designer who has since withdrawn from the project. WCC provides responses to specific inquiries made by the contractor and solutions for unexpected changes in conditions related to civil engineering design. The initial contract amount was identified to allow WCC's work to begin commensurate with the activities of the construction contractor. As construction has progressed, the demand for support services as provided by WCC has increased and the First Amendment to the agreement increasing the contract value by \$30,000 to a new not to exceed amount of \$45,000 is recommended by staff. Funding for this agreement and the Redondo Beach Transit Center Project is composed entirely of restricted transportation and grant funds.

BACKGROUND

The City's Transit Center Project design was developed by Atkins Engineering who finalized their design in 2016 just prior to relocating their Southern California based services out of the state. At that time, they withdrew from the project and their contract has since expired. Certain design services were still needed to support the construction phase of the project, and the City engaged professional service providers in several design disciplines to fill the gap, including WCC to provide civil engineering support services.

On August 4, 2020 the city council authorized a professional services contract in the amount of \$15,000 to provide said services. The value was selected as a starting point to allow WCC's work to begin commensurate with the activities of the construction contractor. After several months' experience, the demand for support services as provided by WCC is better known and this First Amendment to the contract to increase the contract value by \$30,000 to \$45,000 is recommended by staff.

COORDINATION

The First Amendment was prepared by and approved as to form by the City Attorney's Office.

FISCAL IMPACT

The potential fees awarded under this contract are accounted for in the overall project budget and require no additional appropriation.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

1. First Amendment
2. Original Agreement

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND WEST COAST CIVIL, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and West Coast Civil, Inc., a California Corporation ("Consultant").

WHEREAS, on August 4, 2020, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the volume of work to be performed has been determined to exceed that originally anticipated to complete the services under this contract; and

WHEREAS, the parties desire to increase the Consultant's total compensation.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendment to the Agreement:

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total compensation paid to Consultant by \$30,000 for a total compensation limit of \$45,000, which shall be inclusive of all materials, phone calls, equipment, data, mileage, fuel, insurance and drive time. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement in accordance with Exhibit "C-1".
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, and this First Amendment, the terms of this First Amendment shall prevail.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 2nd day of February, 2021.

CITY OF REDONDO BEACH

WEST COAST CIVIL, INC.

William C. Brand, Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "C-1"

COMPENSATION

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

- A. Amount. Consultant shall be paid an additional fee of \$30,000.
- B. Not to Exceed Amount. Consultant's total compensation shall not exceed \$45,000. Consultant's total compensation shall include all materials, phone calls, equipment, data, mileage, fuel, insurance and drive time.
- C. Method of Payment. Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, with hourly rates and lab fees, based on accurate records, and in a form reasonably satisfactory to City. Consultant shall include a detailed monthly time tracking spreadsheet with each invoice and may be required to provide back-up material upon request.
- D. Schedule for Payment. Consultant shall be paid in accordance with payment schedule set forth in Exhibit "E".
- E. Notice. Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: West Coast Civil
10650 Trenea Street, Ste 104
San Diego, CA 92131
Attention: Anthony Gonzalez

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Andrew Winje

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. Notice of rate changes or distribution changes must be sent by 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.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND WEST COAST CIVIL, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and West Coast Civil, Inc., a California 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. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,

shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. 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.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may

authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. 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.
9. 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.
10. 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.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this 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.

12. 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.
13. 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.
14. 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. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). 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.
15. 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.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. 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.
 - a. Federal Standard. Consultant further acknowledges that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Consultant understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail.
 - b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

18. 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.

19. 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.
20. 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.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. 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.

23. 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.
24. 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.
25. Time of Essence. Time is of the essence of this Agreement.
26. 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.
27. 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."
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.

33. 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.
34. 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.
35. 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

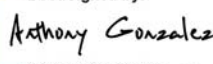
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 4th day of August, 2020.

CITY OF REDONDO BEACH

DocuSigned by:

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William C. Brand, Mayor

WEST COAST CIVIL, INC.

DocuSigned by:

By: Anthony Gonzalez
Name: Anthony Gonzalez
Title: President

ATTEST:

DocuSigned by:

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Eleanor Manzano, City Clerk

APPROVED:

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Risk Manager Diane Strickfaden

APPROVED AS TO FORM:

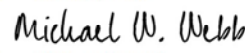
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Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide civil engineering and landscape architecture services for the City Transit Center located at 1521 Kingsdale Avenue, Redondo Beach, CA 90278 ("City Transit Center").

1. Provide construction and bid support for the Transit Center Project including: answering Request for Information (RFIs), review submittals, and other construction support for conformance to the Construction Documents as needed on a time and material basis.
2. Provide field visits as required pursuant to the compensation provided in Exhibit "C".
3. RFIs shall contain clarification of the permit drawing, revisions requested of the design and details, substitution requests, and other changes as needed. Drawing revisions shall be issued in the form of a numbered sketch on letter size paper. Revisions shall be formatted per industry standard as directed by Project Manager.
4. Submittal reviews shall include product data and review of conformance to the Construction Documents. This may include substitution requests.
5. Sheet revisions shall be issued via numbered Bulletin, and formatted per industry standard as directed by Project Manager. Bulletin number shall be obtained from Construction Manager.
6. RFIs and submittals shall be responded to within seven (7) days to avoid delays in construction.
7. Consultant shall notify City immediately if revisions in RFIs or Submittals are expected to cause a delay or increase in cost prior to submitting the response to discuss alternative options if any.
8. Where substitutions or revisions occur during the Transit Center construction that result in a credit to the City, Consultant shall inform the City of such a credit.
9. Obtain RFI and Submittal schedule from Construction Manager on a weekly basis to track the status of unanswered RFIs and Submittals.
10. Consultant shall perform a review of "As-Built" drawings prepared by the Contractor for accuracy. Consultant shall produce modified electronic CAD files and one set of Mylar prints for the drawing set of record.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall commence August 4, 2020 and expire December 31, 2022 ("Term"), unless otherwise terminated as herein provided. Notwithstanding the foregoing, Consultant shall be prepared to begin all duties described in Exhibit "A" within ten (10) days of City's Notice to Proceed. Upon City Manager's recommendation to the Mayor, the City, at its sole discretion may renew this Agreement, in writing, pursuant to the same terms and conditions for an additional twelve (12) months.

EXHIBIT "C"
COMPENSATION

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

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

- A. **AMOUNT.** Consultant shall be paid the following amounts. Compensation provided to Consultant under this Agreement shall not exceed \$15,000.

Consultant shall be paid in accordance with the following hourly rate schedule:

Staff	Hourly Rate
Principal Engineer	\$ 195.00
Project Managers	\$ 175.00
Project Engineers	\$ 145.00
Design Engineer	\$ 115.00
Computer Operators	\$ 105.00

- B. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices indicating the services and tasks performed, and hourly rate, hours worked, and staff assigned during the prior month to City for approval and payment. Invoices must be itemized, 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.
- C. **SCHEDULE FOR PAYMENT.** Consultant shall be paid within thirty (30) days of City's receipt of monthly invoice, provided, however, that services are completed to the City's reasonable satisfaction.
- D. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: West Coast Civil
10650 Trenea Street, Ste 104
San Diego, CA 92131
Attention: Anthony Gonzalez

City: City of Redondo Beach

Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Jun Fujita Hall

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.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall,

as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT "F"

FEDERAL TRANSIT ADMINISTRATION REQUIREMENT CERTIFICATIONS

The Contractor certifies that the services offered in this procurement comply with all FTA Requirements and Regulations incorporated in Agreement Sections 1 through 12 and listed below:

<input type="checkbox"/>	1.	Incorporation of Federal Transit Administration (FTA) Terms
<input type="checkbox"/>	2.	Federal Changes
<input type="checkbox"/>	3.	No Federal Government Obligation to Third Parties
<input type="checkbox"/>	4.	Access to Records and Reports
<input type="checkbox"/>	5.	Fly America
<input type="checkbox"/>	6.	Energy Conservation
<input type="checkbox"/>	7.	Government-Wide Debarment and Suspension
<input type="checkbox"/>	8.	Program Fraud and False or Fraudulent Statements and Related Acts
<input type="checkbox"/>	9.	Civil Rights Laws and Equal Opportunity
<input type="checkbox"/>	10.	Disadvantaged Business Enterprises (DBE)
<input type="checkbox"/>	11.	Prompt Payment
<input type="checkbox"/>	12.	Termination

Date: _____

Signature: _____

Contractor: _____

Title: _____

EXHIBIT "G"

FTA REQUIREMENTS

1. *Incorporation of Federal Transit Administration (FTA) Terms*

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

2. *Federal Changes*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. *No Federal Government Obligation to Third Parties*

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. *Access to Records and Reports*

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or

expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

5. **Fly America**

a. *Definitions*. As used in this clause:

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

6. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Government-Wide Debarment and Suspension

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;
- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. **Civil Rights Laws and Equal Opportunity**

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and

prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (4) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

10. Disadvantaged Business Enterprise (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the City's written consent; and that, unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Overview

It is the policy of the City and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:

- a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility

- standards are permitted to participate as DBE's;
- e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
 - f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the City.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

DBE Participation

For the purpose of this Contract, the City will accept only DBE's who are:

- a. Certified, at the time of bid opening or proposal evaluation, by Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
- b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- c. Certified by another agency approved by the City.

DBE Participation Goal

The City of Redondo Beach DBE participation Overall Goal is 21% and the contract goal is 0%. This goal represents those elements of work for FTA assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.

Although the City has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this FTA federally funded project, contractors are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on the

City's federally funded contracts and subcontracts as set forth in Part 26, Title 49 CFR.

Proposed Submission

Each Contractor, as part of its submission, shall supply the following information:

- a. A completed **DBE Utilization Form** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City.
- c. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule**.
- d. An original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

Submit a completed **DBE Utilization Schedule**

If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following:

- a. Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- b. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential Contractors of DBE subcontracting opportunities;
- c. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- d. Written notification to DBE's encouraging participation in the proposed Contract; and

- e. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- a. The names, addresses, and telephone numbers of DBE's that were contacted;
- b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take into account the performance of other Contractors in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Contractors, the Authority may view this as evidence of the Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to

terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 10 below (Sanctions for Violations).

Continued Compliance

The City shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- a. DBE utilization established for the Contract;
- b. Total value of expenditures with DBE firms for the quarter;
- c. The value of expenditures with each DBE firm for the quarter by race and gender;
- d. Total value of expenditures with DBE firms from inception of the Contract; and
- e. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of the Contract.
- b. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- c. All data/record(s) pertaining to DBE shall be maintained as stated in Section 4 Access to Records and Reports.

Sanctions for Violations

If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- b. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

11. Prompt Payment

Prompt Payment to Subcontractors

- (1) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City.
- (2) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has, in the opinion of the City Engineer, satisfactorily completed its portion of the Work.
- (3) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the City Engineer.
- (4) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- (5) The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Contractor must submit a prompt payment affidavit, (form to be provided by the City) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the City, except for the first payment request, on every contract with the City.
- (6) Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

Reporting Requirements During the Term of the Contract

- (1) The Contractor shall, within thirty (30) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the City. All contracts between the Contractor and its

subcontractors must contain a prompt payment clause as set forth in this Section 10 herein.

- (2) During the term of annual contracts, the Contractor shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the City. The frequency with which these reports are to be submitted will be determined by the City but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the City the Contractor's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- (3) In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the City, indicating final DBE payments shall be submitted directly to the City. The information must be submitted prior to or at the same time as the Contractor's final invoice to the City department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the City's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the City Project Manager. **Failure to follow these directions may delay final payment.**
- (4) The address for the City: City of Redondo Beach, 415 Diamond Street, Redondo Beach, CA 90277

12. Termination.

Termination for Convenience

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new

delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the
_____ (Title - e.g., President, Vice President, etc.) of
_____ ("Company"), do state the following with regard to
payments made under Contract No. _____ ("Contract"):

1. _____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. _____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. _____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. _____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. _____ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

**DBE
UTILIZATION
FORM**

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____The Contractor is committed to a minimum of
_____ % DBE utilization on this contract.

Date: _____

Signature: _____

Company Name: _____

Title: _____

DBE PARTICIPATION SCHEDULE/GOOD FAITH EFFORT

The Contractor shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM/GOOD FAITH EFFORT

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2020

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 License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Elizabeth Tenuto PHONE (A/C, No, Ext): (858) 754-0071 FAX (A/C, No): E-MAIL ADDRESS: Elizabeth.Tenuto@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : RLI Insurance Company	
INSURER B : Great American Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0003644	7/24/2019	7/24/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002388	8/10/2019	7/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0004303	1/20/2020	7/24/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PSW0002709	7/24/2019	7/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			DPP4203358	5/6/2020	5/6/2021	Per Claim/ Aggregate 2,000,000
A	Cyber Liability			PPP0004885	7/24/2019	7/24/2020	Aggregate 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach, The City, Its Elected Officials Officers, Agents, Employees and Volunteers 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. West Coast Civil, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 10650 Treena Street, Suite 104	Requester's name and address (optional)
6 City, state, and ZIP code San Diego, CA 92131	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
3	7		-	1	7	4	3	3	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 3/26/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND WEST COAST CIVIL, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and West Coast Civil, Inc., a California 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. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,

shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. 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.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may

authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. 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.
9. 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.
10. 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.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this 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.

12. 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.
13. 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.
14. 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. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). 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.
15. 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.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. 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.
 - a. Federal Standard. Consultant further acknowledges that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Consultant understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail.
 - b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

18. 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.

19. 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.
20. 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.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. 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.

23. 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.
24. 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.
25. Time of Essence. Time is of the essence of this Agreement.
26. 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.
27. 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."
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.

33. 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.
34. 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.
35. 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 4th day of August, 2020.

CITY OF REDONDO BEACH

WEST COAST CIVIL, INC.

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide civil engineering and landscape architecture services for the City Transit Center located at 1521 Kingsdale Avenue, Redondo Beach, CA 90278 ("City Transit Center").

1. Provide construction and bid support for the Transit Center Project including: answering Request for Information (RFIs), review submittals, and other construction support for conformance to the Construction Documents as needed on a time and material basis.
2. Provide field visits as required pursuant to the compensation provided in Exhibit "C".
3. RFIs shall contain clarification of the permit drawing, revisions requested of the design and details, substitution requests, and other changes as needed. Drawing revisions shall be issued in the form of a numbered sketch on letter size paper. Revisions shall be formatted per industry standard as directed by Project Manager.
4. Submittal reviews shall include product data and review of conformance to the Construction Documents. This may include substitution requests.
5. Sheet revisions shall be issued via numbered Bulletin, and formatted per industry standard as directed by Project Manager. Bulletin number shall be obtained from Construction Manager.
6. RFIs and submittals shall be responded to within seven (7) days to avoid delays in construction.
7. Consultant shall notify City immediately if revisions in RFIs or Submittals are expected to cause a delay or increase in cost prior to submitting the response to discuss alternative options if any.
8. Where substitutions or revisions occur during the Transit Center construction that result in a credit to the City, Consultant shall inform the City of such a credit.
9. Obtain RFI and Submittal schedule from Construction Manager on a weekly basis to track the status of unanswered RFIs and Submittals.
10. Consultant shall perform a review of "As-Built" drawings prepared by the Contractor for accuracy. Consultant shall produce modified electronic CAD files and one set of Mylar prints for the drawing set of record.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall commence August 4, 2020 and expire December 31, 2022 ("Term"), unless otherwise terminated as herein provided. Notwithstanding the foregoing, Consultant shall be prepared to begin all duties described in Exhibit "A" within ten (10) days of City's Notice to Proceed. Upon City Manager's recommendation to the Mayor, the City, at its sole discretion may renew this Agreement, in writing, pursuant to the same terms and conditions for an additional twelve (12) months.

EXHIBIT "C"
COMPENSATION

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

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

- A. **AMOUNT.** Consultant shall be paid the following amounts. Compensation provided to Consultant under this Agreement shall not exceed \$15,000.

Consultant shall be paid in accordance with the following hourly rate schedule:

Staff	Hourly Rate
Principal Engineer	\$ 195.00
Project Managers	\$ 175.00
Project Engineers	\$ 145.00
Design Engineer	\$ 115.00
Computer Operators	\$ 105.00

- B. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices indicating the services and tasks performed, and hourly rate, hours worked, and staff assigned during the prior month to City for approval and payment. Invoices must be itemized, 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.
- C. **SCHEDULE FOR PAYMENT.** Consultant shall be paid within thirty (30) days of City's receipt of monthly invoice, provided, however, that services are completed to the City's reasonable satisfaction.
- D. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: West Coast Civil
10650 Trenea Street, Ste 104
San Diego, CA 92131
Attention: Anthony Gonzalez

City: City of Redondo Beach

Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Jun Fujita Hall

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.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall,

as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT "F"

FEDERAL TRANSIT ADMINISTRATION REQUIREMENT CERTIFICATIONS

The Contractor certifies that the services offered in this procurement comply with all FTA Requirements and Regulations incorporated in Agreement Sections 1 through 12 and listed below:

<input type="checkbox"/>	1.	Incorporation of Federal Transit Administration (FTA) Terms
<input type="checkbox"/>	2.	Federal Changes
<input type="checkbox"/>	3.	No Federal Government Obligation to Third Parties
<input type="checkbox"/>	4.	Access to Records and Reports
<input type="checkbox"/>	5.	Fly America
<input type="checkbox"/>	6.	Energy Conservation
<input type="checkbox"/>	7.	Government-Wide Debarment and Suspension
<input type="checkbox"/>	8.	Program Fraud and False or Fraudulent Statements and Related Acts
<input type="checkbox"/>	9.	Civil Rights Laws and Equal Opportunity
<input type="checkbox"/>	10.	Disadvantaged Business Enterprises (DBE)
<input type="checkbox"/>	11.	Prompt Payment
<input type="checkbox"/>	12.	Termination

Date: _____

Signature: _____

Contractor: _____

Title: _____

EXHIBIT "G"

FTA REQUIREMENTS

1. *Incorporation of Federal Transit Administration (FTA) Terms*

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

2. *Federal Changes*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. *No Federal Government Obligation to Third Parties*

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. *Access to Records and Reports*

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or

expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

5. **Fly America**

a. *Definitions*. As used in this clause:

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

6. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Government-Wide Debarment and Suspension

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;
- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. *Civil Rights Laws and Equal Opportunity*

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and

prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (4) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

10. Disadvantaged Business Enterprise (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the City's written consent; and that, unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Overview

It is the policy of the City and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:

- a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility

- standards are permitted to participate as DBE's;
- e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
 - f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the City.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

DBE Participation

For the purpose of this Contract, the City will accept only DBE's who are:

- a. Certified, at the time of bid opening or proposal evaluation, by Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
- b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- c. Certified by another agency approved by the City.

DBE Participation Goal

The City of Redondo Beach DBE participation Overall Goal is 21% and the contract goal is 0%. This goal represents those elements of work for FTA assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.

Although the City has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this FTA federally funded project, contractors are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on the

City's federally funded contracts and subcontracts as set forth in Part 26, Title 49 CFR.

Proposed Submission

Each Contractor, as part of its submission, shall supply the following information:

- a. A completed **DBE Utilization Form** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City.
- c. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule**.
- d. An original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

Submit a completed **DBE Utilization Schedule**

If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following:

- a. Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- b. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential Contractors of DBE subcontracting opportunities;
- c. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- d. Written notification to DBE's encouraging participation in the proposed Contract; and

- e. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- a. The names, addresses, and telephone numbers of DBE's that were contacted;
- b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take into account the performance of other Contractors in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Contractors, the Authority may view this as evidence of the Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to

terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 10 below (Sanctions for Violations).

Continued Compliance

The City shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- a. DBE utilization established for the Contract;
- b. Total value of expenditures with DBE firms for the quarter;
- c. The value of expenditures with each DBE firm for the quarter by race and gender;
- d. Total value of expenditures with DBE firms from inception of the Contract; and
- e. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of the Contract.
- b. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- c. All data/record(s) pertaining to DBE shall be maintained as stated in Section 4 Access to Records and Reports.

Sanctions for Violations

If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- b. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

11. Prompt Payment

Prompt Payment to Subcontractors

- (1) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City.
- (2) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has, in the opinion of the City Engineer, satisfactorily completed its portion of the Work.
- (3) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the City Engineer.
- (4) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- (5) The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Contractor must submit a prompt payment affidavit, (form to be provided by the City) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the City, except for the first payment request, on every contract with the City.
- (6) Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

Reporting Requirements During the Term of the Contract

- (1) The Contractor shall, within thirty (30) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the City. All contracts between the Contractor and its

subcontractors must contain a prompt payment clause as set forth in this Section 10 herein.

- (2) During the term of annual contracts, the Contractor shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the City. The frequency with which these reports are to be submitted will be determined by the City but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the City the Contractor's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- (3) In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the City, indicating final DBE payments shall be submitted directly to the City. The information must be submitted prior to or at the same time as the Contractor's final invoice to the City department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the City's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the City Project Manager. **Failure to follow these directions may delay final payment.**
- (4) The address for the City: City of Redondo Beach, 415 Diamond Street, Redondo Beach, CA 90277

12. Termination.

Termination for Convenience

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new

delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the
_____ (Title - e.g., President, Vice President, etc.) of
_____ ("Company"), do state the following with regard to
payments made under Contract No. _____ ("Contract"):

1. _____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. _____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. _____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. _____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. _____ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

**DBE
UTILIZATION
FORM**

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____The Contractor is committed to a minimum of
_____ % DBE utilization on this contract.

Date: _____

Signature: _____

Company Name: _____

Title: _____

DBE PARTICIPATION SCHEDULE/GOOD FAITH EFFORT

The Contractor shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM/GOOD FAITH EFFORT

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2020

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 License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: PHONE (A/C, No, Ext): (619) 574-6220 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B : Great American Insurance Company	16691	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED West Coast Civil, Inc. 10650 Trenea Street, Suite 104 San Diego, CA 92131															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0003644	7/24/2020	7/24/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002388	7/24/2020	7/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0004303	7/24/2020	7/24/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0002709	7/24/2020	7/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			DPP4203358	5/6/2020	5/6/2021	Per Claim/ Aggregate 2,000,000
A	Cyber Liability			PPP0005284	7/24/2020	7/24/2021	Aggregate 500,000

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

RE: All Operations

Proof of Insurance

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach, The City, Its Elected Officials Officers, Agents, Employees and Volunteers 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Administrative Report

J.1., File # 21-2016

Meeting Date: 2/2/2021

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 21-1967

Meeting Date: 2/2/2021

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

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED TEMPORARY EXPANSION OF RIVIERA VILLAGE CERTIFIED FARMER'S MARKET IN THE TRIANGLE LOT DURING COVID-19 RESTRICTION LIMITATIONS; AND

WAIVER OF ADDITIONAL LOST PARKING METER REVENUE DURING THE TEMPORARY EXPANSION OF THE RIVIERA VILLAGE CERTIFIED FARMER'S MARKET DURING COVID-19 RESTRICTION LIMITATIONS; AND

DESIGNATION OF "NO PARKING" AND "TOW AWAY" AT ALL PARKING METERS AFFECTED BY THE TEMPORARY CLOSURE OF THE EXPANDED SECTION OF THE TRIANGLE PARKING LOT ADJACENT TO S. ELENA AVENUE ON SUNDAYS BETWEEN 7:00 AM AND 3:00 PM

EXECUTIVE SUMMARY

In May, 2016 the City Council approved the relocation of the Riviera Village Certified Farmers Market ("The Market") to a section of the triangle parking lot adjacent to S. Elena Avenue between Avenida Del Norte and Via El Prado. Since the relocation, The Market has successfully operated in the triangle parking lot and has been a popular destination for residents. Due to Covid-19, The Market was closed temporarily from March 14, 2020 to May 24, 2020 but has been open consistently every Sunday from 9:00 am to 2:00 pm since re-opening. However, The Market is operating with a decreased number of vendors due to the Los Angeles County Public Health Department (DPH) Covid -19 restriction limitations. The organizers of the Market, Start to Finish Event Services, Inc., and the RVA BID are requesting to temporarily expand the current footprint of the market from 58 parking spaces to 81 parking spaces during the Covid-19 restrictions. This expansion would allow an additional fourteen vendors to return to The Market.

BACKGROUND

In September 2010, the City Council unanimously approved the creation of a Farmer's Market in Riviera Village organized by the Riviera Village Business Improvement District (RVBID). This Market was to be in addition to the City's weekly Farmer's Market located at Veteran's Park and George Freeth Way. In May, 2016 the Farmer's Market was relocated from its original location on Avenue I to the triangle parking lot adjacent to S. Elena Avenue between Avenida Del Norte and Via El Prado. Since its relocation, The Market has successfully operated in the triangle parking area. The Market is

open to the public from 9:00 am to 2:00 pm on Sundays and occupies a section of the triangle parking lot for a total of 8 hours from 7:00am to 3:00pm (including set-up and strike time).

Covid-19 has had a significant impact on The Market, as with many businesses:

- On March 14, 2020, The Market was informed by the City that their permit had been suspended due to Covid-19.
- On May 24, 2020 the Riviera farmers market re-opened with new distancing requirements of 6' between vendor booths. Prior to the DPH Health Order, the market could host 16 vendors within a 160' area. Currently, only 10 vendors can occupy the same amount of space.
- Per the DPH Health Order, the re-opening of farmer's markets was limited to pre-packaged food vendors and farmers, thus eliminating hot food vendors.
- The revised DPH Health Order, dated November 2, 2020, authorized prepared food vendors to obtain health permits in order to return to the market.

Due to the new distancing requirements, The Market cannot currently host the same number of vendors as they did before Covid-19. This is having a negative financial impact to The Market organizers and to the Riviera Village BID, which receives a quarterly payment based on market revenue. At the August 18, 2020 RVA Board Meeting, the group voted to support the expansion of The Market. The RVA BID has submitted a new Special Event Application and proposes to temporarily expand the current footprint of the market from 58 parking spaces to 81 parking spaces during Covid-19 restrictions. The configuration of the current market footprint and the proposed expansion area is noted on the attached map. This expansion would allow an additional fourteen vendors to return to The Market, which would bring in additional income for the organizers and attract more customers with an expanded offering. At this time, not all of the regular vendors are able to participate in The Market. If the proposed expansion is approved by Council, market organizers will open the expanded area on Sunday, February 14, 2021.

The closure of the additional 23 parking spaces for the Riviera Village farmers market would result in a maximum loss of parking meter revenue totaling \$1,104 per month based on the hourly parking meter fee of \$1.50. The Market occupies the triangle parking area for 8 hours each Sunday. Therefore, the following equation is used to calculate the monthly lost parking meter revenue as a result of the proposed market expansion. At this time, it is unknown how long the Covid-19 restrictions will remain in place.

$$\text{Additional 23 spaces} \times \$1.50/\text{hour} \times 8 \text{ hours per day} \times 4 \text{ Sundays/month} = \$1,104.00$$

The waiver of the parking meter fees has been in effect since The Market relocated to the triangle parking lot in 2016. Although the City does not receive parking meter revenue while the farmer's market is in operation, it is anticipated the weekly market encourages residents and guests to visit Riviera Village businesses, potentially resulting in additional sales tax for the City. Applicant is requesting that City Council approves the waiver of the parking meter revenue during the temporary expansion period.

Parking meter signage for the current footprint of the Market includes "No Parking on Sunday from 7:00 am - 3:00pm" and "Tow Away". Public Works is ready to produce and install the signs for the

expanded market area if approved by Council. The cost of the signage is estimated at \$100 for material plates and supplies.

COORDINATION

The proposed expansion of the Riviera Village Certified Farmer's Market has been reviewed by various City departments including Public Works, Police, Fire, Building, Planning, Risk Management and Community Services.

FISCAL IMPACT

The closure of the additional 23 parking spaces for the Riviera Village farmers market would result in a maximum loss of parking meter revenue totaling \$1,104 per month based on the hourly parking meter fee of \$1.50. The Market occupies the triangle parking area for 8 hours each Sunday. Therefore, the following equation is used to calculate the monthly lost parking meter revenue as a result of the proposed market expansion. At this time, it is unknown how long the Covid-19 restrictions will remain in place.

Additional 23 spaces x \$1.50/hour x 8 hours per day x 4 Sundays/month = \$1,104.00

It is anticipated the weekly market encourages residents and guests to visit Riviera Village businesses, potentially resulting in additional sales tax for the City. Applicant is requesting that City Council approves the waiver of the parking meter revenue during the temporary expansions period.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Special Event Application - Riviera Village Association
Site Map - Proposed Farmer's Market Expansion
DPH Protocol for Certified Farmer's Market Re-Opening
DPH Appendix A: Protocol for Social Distancing
Power Pt. Presentation (Blue Folder)



CITY OF REDONDO BEACH
APPLICATION FOR SPECIAL EVENT

Submit completed application to:

City of Redondo Beach
Phone: 310-372-1171, Ext. 3771 Fax 310-798-8273
1922 Artesia Blvd, Redondo Beach, 90278
Processing Fee: Non-Profit Applicants \$50.00
For-Profit Applicants \$100.00

I. APPLICANT & EVENT INFORMATION

- A. Title of Event: Riviera Village Certified Farmers Market
- B. Date & Time of Event: Every Sunday, 9:00AM-2:00PM (Open to the Public)
- C. EVENT SPONSOR Riviera Village Association (RVA)

Contact Name Jeff Ginsburg, President RVA

Address: 1799 S. Catalina Avenue # RVA, Redondo Beach, CA 90277-5503

Day Phone (310) 792-7704 x 7007

Cell Phone (310)-462-3221

E- Mail: CO@nsicorp.net

Authorizing Signature

Date

1-21-2021

Print Name and Title in Organization

Jeff Ginsburg - President

D. ORGANIZER/PROMOTER INFORMATION

Contact Name Lynda Habash, RVCFM, Market Manager

Address: 24325 Crenshaw Blvd. # 102., Torrance, CA 90505

Day Phone (310) 684-1695

Cell Phone (310)-780-3637

E- Mail rbcfarmersmarket@gmail.com or lhabash@ca.rr.com

Authorizing Signature

Lynda S. Habash

Date

12/14/2020

Print Name and Title in Company: Lynda Habash, Owner - Start To Finish Event Services, Inc.

II. DETAILS OF THE EVENT

- A. Title of Event: Riviera Village Certified Farmers Market
- B. Location of Event: 1801 South Elena Avenue, Redondo Beach, CA
- B. List Setup and Strike Dates/Times

Set up Dates	Set up Times	Strike Dates	Strike Times
Every Sunday	7:00AM	Every Sunday	3:00PM

List Event Dates/Times

Event Dates	Event Times
Every Sunday	9:00AM -2:00PM

- C. Description of Event : Farmers Market
- D. Raises Funds for Riviera Village Association, a nonprofit organization
- E. Anticipated Attendance (number) Adults 100+ Youth 30+
- F. What percentage of attendees will be residents of Redondo Beach? 80 %
- G. Admission or Entry Fees: No Charge
- H. Parking Arrangements: Farmer market vendor's setup in parking spaces in the parking lots.
- I. Tow-Away parking spaces for: See attached document that indicates each parking meter spaces

III. CITY SERVICES AND PERSONNEL

Describe types, times and location of any requested City services and/or variances from normal traffic, parking, City Ordinances, etc.

Refer to attached documents that include detail location of each parking lot utilized by farmers market

IV. ELEMENTS: CHECK ALL THAT APPLY TO YOUR EVENT

	Amplified Sound (police)		Celebrities (police)		Banners/Balloons
X	Food		Ticket sales		Raffle
	Alcohol		Stage or risers		Access to water
X	Street Closure	X	Tent	X	Booths
	Access to electric		Security		Barbecue
	Animals/Rides		Refueler Unit		Generator
	Other: explain	X	Portable restrooms unit		

V. SITE PLAN AND EQUIPMENT LAYOUT

Attach a detailed site plan depicting the event's layout, e.g. route map, equipment, parking, alcoholic and non-alcoholic concession areas, food concession areas, tables, seating, tents, canopies, stages, signs, banners, parking and traffic routes, sound amplification systems, etc. Anytime the public Right-of-Way is impacted due to activities, you are required to submit Temporary Traffic Control Plans to the City Engineer and/or his representative for approval. The applicant shall provide, at applicant's sole cost, all the barricades, delineation, traffic signs and any other required traffic controls necessary. All signs, delineators, barricades, etc. and their installation shall conform to the State of California Standard Specifications & the current edition of the California Manual on Uniform Traffic Control Devices (MUTCD). Include other materials to assist in providing visual clarification of the event.

Flammable materials (e.g. tent) or cooking equipment will require the approval of the City Fire Department and possibly the County Health Department. Stages, displays, tents and power arrangements will require review by the Building Department. Sound amplification must be permitted by the Chief of Police. City permit for alcohol sales will be contingent upon receiving a copy of your State ABC Permit. All vendors/service providers (caterer, security, rental companies, etc.) will be required to obtain a Redondo Beach Business License.

VI. SURETY AND INSURANCE REQUIREMENTS**Entity must obtain and maintain insurance policies with the following provisions:**

- A. The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named on as insureds with respects to liability arising out of special event.
 - Minimum coverage of \$1,000,000 per occurrence / \$2,000,000 general aggregate for General Liability
 - Additional Insured endorsement required
 - Minimum coverage of \$1,000,000 for Property Damage
- B. The insurance is primary and not excess or contributing to, any insurance issued in the name of the City of Redondo Beach.
- C. The insurer has waived all rights of subrogation against The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers.
- D. Workers Compensation conforming to all applicable Federal and State requirements
- E. The City of Redondo Beach will receive 30 days written notice of any change in coverage or cancellation of the policy.

Any exceptions to the above requirements must be approved by the Risk Management Department.

VII. FINANCIAL INFORMATION

- A. Attach an event budget which includes amounts for budget and funding sources for personr equipment, permits, City services, supplies, entertainment, promotion, security, insurance, etc.
- B. Identify estimated proceeds of the event and the intended distribution of the proceeds after the eve Include the amount and purpose of the funds to be distributed.

- C. State the actual proceeds of this event in the previous year or years. Identify the individuals or gro to whom the proceeds were actually distributed following the event. Include dollar amounts a purpose for which funds were used.

VIII. DESCRIBE HOW YOUR EVENT WILL BENEFIT THE RESIDENTS OF THE CITY OF REDONDO BEACH

The farmers market offers to the community while promoting healthy eating by providing fresh agricultural products feature: Eggs, vegetables, and fruit direct from the small farms to the community. Other market vendors feature: prepared foods, fresh juices, yogurts, fresh fish, baked bread, pastries goods and businesses from the local business district.

IX. WAIVER, RELEASE AND HOLD HARMLESS

Event Sponsor/Organizer shall indemnify, defend and hold harmless the City of Redondo Beach (City) and its officers, employees, elected and appointed officials, and volunteers from any and all claims, damages, losses and expenses including without limitation attorney's fees and costs and expert witness fees, caused in whole or in part by any negligent act or omission of the Event Sponsor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or its failure to comply with any law, except where caused by the active negligence, sole negligence or willful misconduct of the City.

X. CERTIFICATION

I, the undersigned, certify that the information provided in this application is complete and accurate to the best of my knowledge and agree to all the provisions of the application. I understand that material changes to the event may result in permit denial or assessment of additional fees. The sponsoring organization accepts all responsibility for payment of any additional costs for City services. I am the authorized official contact for all aspects concerning permits for this event.

Print Name Jeff GinsburgPrint Title President of Riviera Village AssociationSignature Date 1-21-2021

RIVERA VILLAGE CERTIFIED FARMER MARKET – EXPANSION PARKING LOT

SIGNAGE PLACEMENT ON PARKING METER POLES – LIST

North Side – (12) Parking Meter Pole #'s

RL70A / RL70B
 RL48A / RL48B
 RL68A / RL68B
 RL50A / RL50B
 RL66A / RL66B
 RL52A / RL52B
 RL64A / RL64B
 RL54A / RL54B
 RL62A / RL62B
 RL56A / RL56B
 RL60A / RL60B
 RL58A / RL58B



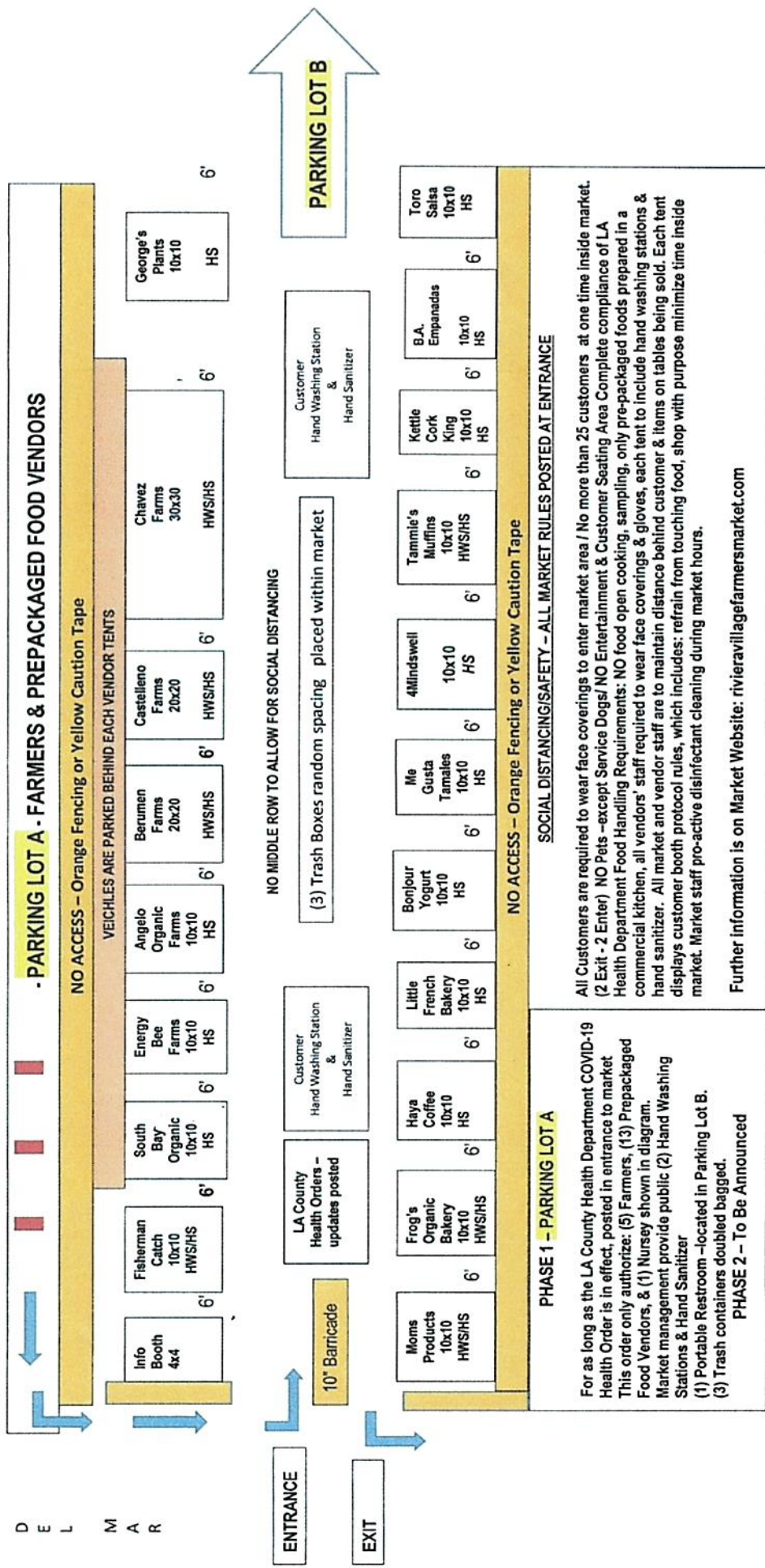
South Side –(11) Parking Meter Po

RL87A
 RL88A / RL88B
 RL126A / RL126B
 RL90A / RL90B
 RL124A / RL 124B
 RL92A / RL92B
 RL122A / RL122B
 RL 94A / RL94B
 RL120A / RL120B
 RL96A / RL96B
 RL97A

Riviera Village Certified Farmers Market Site Map (not to scale) as of 12.14.2020 per

LA County Health Department COVID-19 Health Order effective 11.25.2020 & City of Redondo Beach, City Council approval

Market Hours: Every Sunday, 9:00AM-2:00PM / Market Address: 1801 South Elena Avenue, Redondo Beach



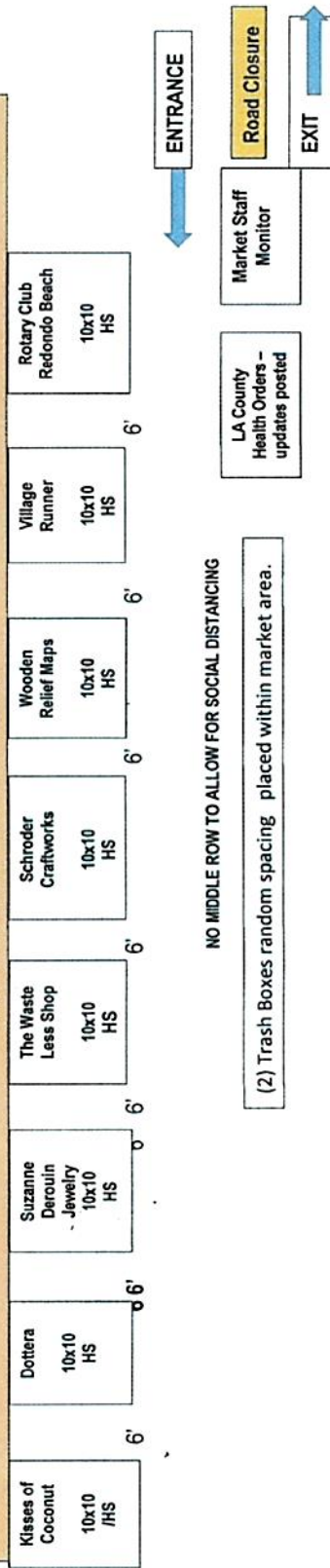
Riviera Village Certified Farmers Market Site Map (not to scale) as of 12.14.2020 per
LA County Health Department COVID-19 Health Order effective 11.25.2020 & City of Redondo Beach, City Council approval

Market Hours: Every Sunday, 9:00AM-2:00PM / Market Address: 1801 South Elena Avenue, Redondo Beach

PARKING LOT B – ARTISAN VENDORS

NO ACCESS – Orange Fencing or Yellow Caution Tape

VEHICLES ARE PARKED BEHIND EACH VENDOR TENT



NO MIDDLE ROW TO ALLOW FOR SOCIAL DISTANCING

(2) Trash Boxes random spacing placed within market area.

NO ACCESS – Orange Fencing or Yellow Caution Tape

SOCIAL DISTANCING/SAFETY – ALL MARKET RULES POSTED AT ENTRANCE

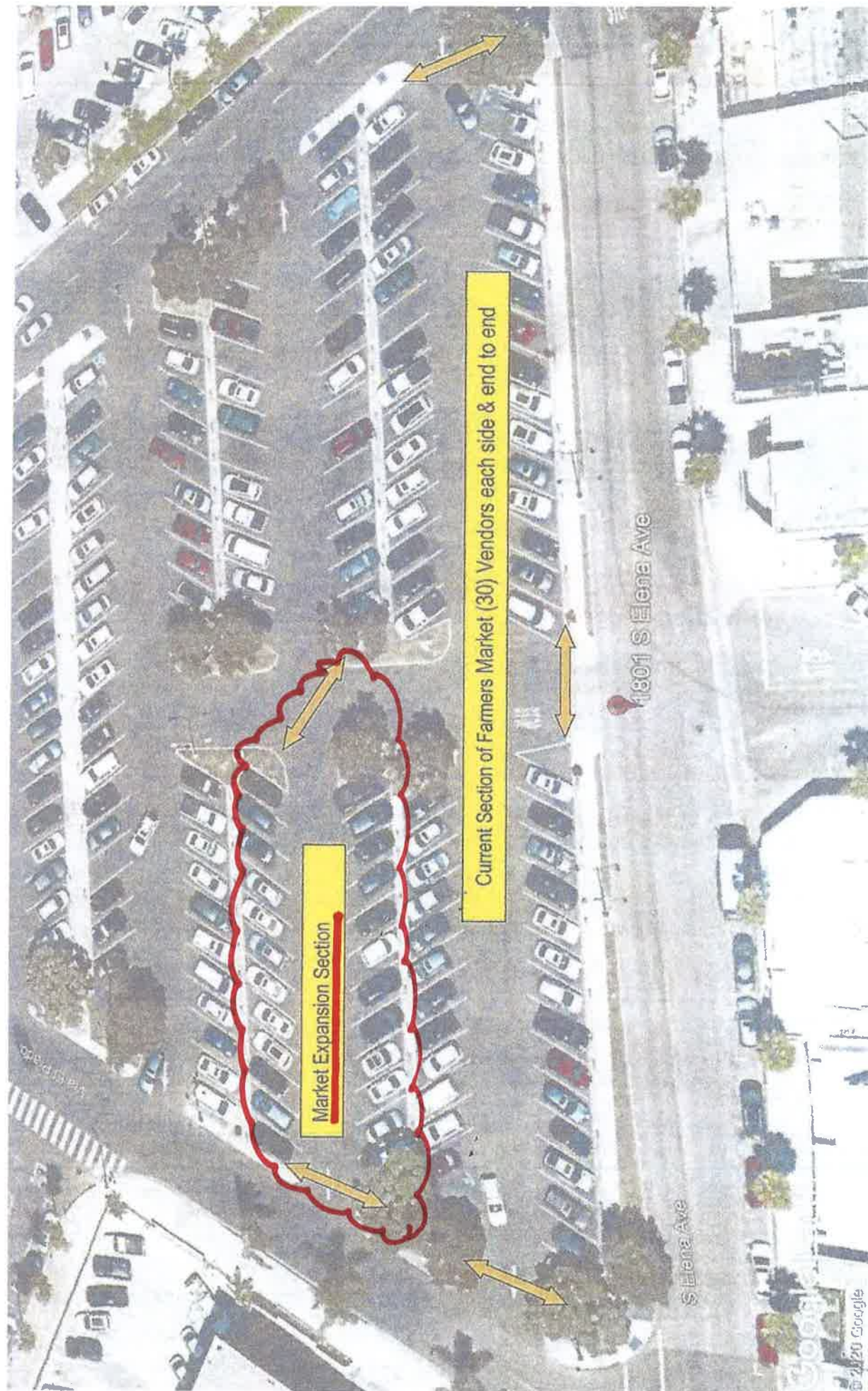
PHASE 1 – PARKING LOT B

For as long as the LA County Health Department COVID-19 Health Order is in effect, posted in entrance to market (14) Artisan Vendors
Market management provide public (1) Hand Washing Stations & Hand Sanitizer
(1) Portable Restroom –located in Parking Lot B.
(2) Trash containers doubled bagged.

PHASE 2 – To Be Announced

All Customers are required to wear face coverings to enter market area / No more than 25 customers at one time inside market.
(2 Exit - 2 Enter) NO Pets –except Service Dogs/ NO Entertainment & Customer Seating Area Complete compliance of LA Health Department Food Handling Requirements: NO food open cooking, sampling, only pre-packaged foods prepared in a commercial kitchen, all vendors including Artisan & market staff required to wear face coverings & gloves, each tent to include hand washing stations & or hand sanitizer. All market and vendor staff are to maintain distance behind customer & items on tables being sold. Each tent displays customer booth protocol rules, which includes: refrain from touching food, shop with purpose minimize time inside market. Market staff pro-active disinfectant cleaning during market hours.

Further information is on Market Website: rivieravillagefarmersmarket.com



Riviera Village Certified Farmers Market – Expansion Section Map as of 11.07.2020

Location: 1801 S. Catalina Avenue., Redondo Beach, CA

Every Sunday - Market Hours: 9:00am-2:00pm

Protocol for Certified Farmer's Markets

Recent Updates: (Changes highlighted in yellow)

12/9/20:

- Maximum occupancy at certified farmer's markets is limited to 35% of maximum occupancy based on applicable building or fire code occupancy.
- Employees and visitors must be screened for whether they are currently under isolation or quarantine orders before entering the Market.
- Employees should eat or drink only during work breaks and only in designated break areas, preferably outdoors. While eating and/or drinking, employees must maintain a physical distance of at least 6 feet away from all other individuals.
- Food vendors may be open for take-out and delivery only.

This protocol has been developed to allow Certified Farmer's Markets that are certified by the State of California, and operated pursuant to the requirements of the California Department of Food and Agriculture and the requirements outlined in the California Retail Food Code (CRFC), to operate when in compliance with these Los Angeles County Department of Public Health (DPH) protocols.

Certified Farmer's Markets may allow temporary food facilities (food booths) to operate as a separate community event adjacent to, and in conjunction with, the Certified Farmer's Market pursuant to the requirements outlined in the California Retail Food Code.

The Certified Farmer's Market ("Market") and the adjacent community event must be managed by the authorized Market Manager in charge of the site, who will take responsibility for the ongoing training and screening of all staff, provision of all needed equipment and materials of the common areas within the market, the monitoring of adherence to all safety measures and obtaining approvals from Department of Public Health, local zoning and city officials, as required. Visit <http://publichealth.lacounty.gov/eh/DSE/CommunityEvent.htm> to apply for a public health permit to operate a food booth at an approved permitted Certified Farmer's Market.

Note that due to risks associated with COVID-19 transmission, Certified Farmer's Markets must be limited to vendors only. Entertainment of any kind that encourages attendees to congregate, including, but not limited to musical, dance or theatrical performances, children's entertainment, or craft demonstrations, are not permitted.

Please note: This document may be updated as additional information and resources become available so be sure to check the LA County website <http://www.ph.lacounty.gov/media/Coronavirus/> regularly for any updates to this document.

This checklist covers:

- (1) Workplace policies and practices to protect employee health
- (2) Measures to ensure physical distancing
- (3) Measures to ensure infection control
- (4) Communication with employees and the public
- (5) Measures to ensure equitable access to critical services.

These five key areas must be addressed as you develop your plans to host a Certified Farmer's Market.

All Certified Farmer's Markets covered by this protocol must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business. Market Managers must share a copy of this protocol with all vendors to ensure compliance with all protocols.

Certified Farmer's Market:

Address:

Maximum Occupancy, per Fire
Code:

Maximum Occupancy, based on
35% occupancy:

Approximate total square footage
of space open to the public:

A. WORKPLACE POLICIES AND PRACTICES TO PROTECT EMPLOYEE HEALTH (CHECK ALL THAT APPLY TO THE FACILITY)

- ☐ All employees (including employees or volunteers working on behalf of the Market Manager and those working for booth vendors) have been given a copy of this protocol.
- ☐ Vulnerable employees (those above age 65, those with chronic health conditions) are assigned work that can be done from home whenever possible or that limits their contact with others at the Market.
- ☐ All employees (including volunteers and vendors; referred to collectively as "employees") have been told not to come to the Market if sick, or if they are exposed to a person who has COVID-19. Employees understand to follow DPH guidance for self-isolation and quarantine, if applicable. Workplace leave policies have been reviewed and modified to ensure that employees are not penalized when they stay home due to illness.
 - ☐ Information on employer or government-sponsored leave benefits the employee may be entitled to receive that would make it financially easier to stay at home has been provided to employees. See additional information on government [programs](#) supporting sick leave and worker's compensation for COVID19, including employee's sick leave rights under the [Families First Coronavirus Response Act](#) and employee's rights to workers' compensation benefits and presumption of the work-relatedness of COVID-19 exposures occurring between March 19 and July 5 pursuant to the Governor's [Executive Order N-62-20](#).
- ☐ [Screenings](#) of all vendors and employees are conducted before they may enter the Market. Checks must include a check-in concerning cough, shortness of breath, difficulty breathing and fever or chills and if the employee [is currently under isolation or quarantine orders](#). These checks can be done remotely or in person upon the employees' or vendor's arrival. A temperature check should also be done at the worksite if feasible.
- ☐ Upon being informed that one or more vendors or employees test positive for, or has symptoms consistent with COVID-19 (case), the Market Manager has a plan or protocol in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures. It should also include a plan for how to reach other vendors should there be an exposure. See the public health guidance on [responding to COVID-19 in the workplace](#).

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER



- ☐ In the event that 3 or more cases are identified within the workplace within a span of 14 days the employer should report this cluster to DPH at (888) 397-3993 or (213) 240-7821. If a cluster is identified at a worksite, Public Health will initiate a cluster response which includes providing infection control guidance and recommendations, technical support and site-specific control measures. A public health case manager is assigned to the cluster investigation to help guide the facility response.
- ☐ All vendors and employees are required to wear an appropriate face covering that covers the nose and mouth. The covering is to be worn by the vendor and all employees at all times during the workday when in contact or likely to come into contact with others. All employees should be given an appropriate face covering at no cost. Vendors and employees who have been instructed by their medical provider that they should not wear a face covering should use a face shield with a drape on the bottom edge, to be in compliance with State directives, as long as their condition permits it. A drape that is form fitting under the chin is preferred. Masks with one-way valves should not be used.
- ☐ Employees are instructed to wash or replace their face coverings daily.
- ☐ To ensure that masks are worn consistently and correctly, employees are discouraged from eating or drinking except during their breaks when they are able to safely remove their masks and physically distance from others. At all times when eating or drinking, employees must maintain at least a six-foot distance from others. When eating or drinking, it is preferred to do so outdoors and away from others. Eating or drinking at a cubicle or workstation is preferred to eating in a breakroom if eating in a cubicle or workstation provides greater distance from and barriers between workers.
- ☐ Occupancy is reduced and space between employees is maximized in any room or area used by employees for meals and/or breaks. This has been achieved by:
 - ☐ Posting a maximum occupancy that is consistent with enabling a distance of at least six feet between individuals in rooms or areas used for breaks;
 - ☐ Staggering break or mealtimes to reduce occupancy in rooms or areas used for meals and breaks; and
 - ☐ Placing tables six feet apart and assuring six feet between seats, removing or taping seats to reduce occupancy, placing markings on floors to assure distancing, and arranging seating in a way that minimizes face-to-face contact. Use of partitions is encouraged to further prevent spread but should not be considered a substitute for reducing occupancy and maintaining physical distancing.
- ☐ Where possible, outdoor break areas with shade covers and seating are created to help ensure physical distancing. In compliance with wage and hour regulations, breaks are staggered to ensure that six (6) feet between employees can be maintained in break rooms at all times.
- ☐ All vendor booths and all workstations within the vendor booths are separated by at least six feet.
- ☐ Break rooms, restrooms and other common areas are disinfected frequently, on the following schedule:
 - ☐ Break rooms _____
 - ☐ Restrooms _____
 - ☐ Other _____
- ☐ Disinfectant and related supplies are available to vendors and employees at the following location(s):

- ☐ Hand sanitizer effective against COVID-19 is available to vendors and employees at the following location(s):

- ☐ Employees are allowed frequent breaks to wash their hands.
- ☐ Each worker is assigned their own tools, equipment and defined workspace. Whenever possible, sharing held items (e.g., phones, tablets, laptops, desks, pens, etc.) is minimized or eliminated.
- ☐ All policies described in this checklist other than those related to terms of employment are applied to staff of

delivery and any other companies who may be on the premises as third parties.

- ☐ Optional—Describe other measures:

B. MEASURES TO ENSURE PHYSICAL DISTANCING

- ☐ The Certified Farmer's Market is held outdoors. Maximum occupancy for the Market is limited to **35%** of outdoor Market capacity.
- ☐ The Market Manager shall ensure that space allotted to vendors (both food and retail vendors) enables them ample space to set up tables, canopies, and other displays in accordance with appropriate physical distancing requirements.
- ☐ Tents or canopies may be used provided that the tents or canopies are open on three sides to allow for adequate ventilation. Exception for food booths, based upon requirements outlined in the CRFC.
- ☐ Maximum number of customers within the Market is limited to: _____
- ☐ An employee (or employees if there is more than one entrance) wearing an appropriate face covering is posted near the entrance but at least 6 feet from the nearest customers to direct customers and track occupancy of the Market.
- ☐ Consider implementing a timed entry or reservation system to reduce the risk of reaching maximum occupancy. If the Market reaches maximum occupancy, customers may be allowed to line up as approved by local codes, if space permits, but should be directed to maintain a 6-foot physical distance between one another while in line.
- ☐ Tape or other markings identify both a starting place for customers arriving for at the Market and 6-foot intervals for subsequent customers who are joining the line to enter.
- ☐ Measures to ensure physical distancing of at least six (6) feet have been implemented to ensure physical distancing between and among vendors and customers.
 - Aisles between rows of booths are wide enough to accommodate traffic in both directions, or are clearly designated as one-way only.
 - Booths are large enough to enable more than one customer to be in the booth and still maintain a 6-foot physical distance from one another.
 - Vendors are directed to set up their booths to enable their employees to maintain a 6-foot physical distance from customers. In areas where a 6-foot distance is not possible (e.g., at the cash register), impermeable barriers such as plexiglass are installed. See public health guidance on [barriers](#). This may include use of physical partitions or visual cues (e.g., floor markings, colored tape, or signs to indicate where workers and customers should stand).
- ☐ Consider staggering the arrival of vendors for set-up prior to the event to enable physical distancing as vendors arrive and set-up their booths.
- ☐ Vendors are encouraged to remain at their booths during the Market as much as possible and to avoid congregating with others.
- ☐ Public seating areas (e.g., chairs, benches and other public spaces) are eliminated to discourage customers from congregating.

C. MEASURES FOR INFECTION CONTROL

- ☐ Stations are available throughout the Market to enable customers to access proper sanitation products, including hand sanitizer with at least 60% alcohol content, tissues and trash cans.
- ☐ Contactless payment systems are in place or, if not feasible, payment systems are sanitized regularly.

Describe:

- ☐ Common and high traffic areas, and frequently touched objects (e.g., handrails, doorknobs or handles, credit card readers, etc.) are disinfected regularly during Market hours using EPA approved disinfectants following the manufacturer's instructions for use.
 - ☐ Outdoor restrooms and handwashing stations are provided with hand soap, paper towels and touchless trashcans. Outdoor public restrooms are regularly cleaned and disinfected using EPA approved disinfectants and following the manufacturer's instructions for use, on the following schedule:
-
- ☐ Public drinking water fountains are turned off and have signs informing customers that they are inoperable.
 - ☐ Customers are instructed that they must wear a face covering at all times while in the Market.. To support the safety of your employees and other customers, a face covering should be made available to patrons who arrive without them.
 - ☐ Symptom checks are conducted before customers may enter the Market. Checks must include a check-in concerning cough, shortness of breath, difficulty breathing, fever or chills **and whether the individual is currently under isolation or quarantine orders**. These checks can be done in person or through alternative methods such as on-line check in systems or through [signage](#) posted at the entrance to the facility stating that visitors with these symptoms should not enter the premises.
 - ☐ Customers arriving at the Market with children must ensure that their children stay next to a parent, avoid touching any other person or any item that does not belong to them, and are masked if age permits.
 - ☐ All public self-service items (such as plastic bags, etc.) are removed and provided upon request by vendor.
 - ☐ Customers have easy access to proper sanitation products, including hand sanitizer, tissues and trash cans in common areas throughout the Market. Booth vendors provide hand sanitizer station in their booth if they allow customers to handle their products.
 - ☐ Children's play areas, activity areas or other amenities (e.g., holiday photos) are not permitted.
 - ☐ Entertainment of any kind is not permitted.
 - ☐ Optional - Describe other measures (e.g. providing senior-only hours, encouraging online ordering/pick-up of orders, incentivizing non-peak sales):
-

FOOD SERVICE SAFETY CONSIDERATIONS

- ☐ All food safety practices and requirements outlined in the California Retail Food Code (CRFC) are being followed and maintained.
- ☐ **Outdoor dining areas are closed. Food vendors may be open for take-out and delivery service. Food vendors must adhere to the [DPH Protocol for Restaurants](#) and may only sell alcohol when purchased in the same transaction as a meal. The public may not consume food or beverages while inside the market.**
- ☐ Clean and sanitize utensils and equipment at the required frequency outlined in the CRFC.
- ☐ Adhere to employee health and hygiene practices: Don't work when ill; wash hands frequently; gloves used as required in the CRFC.
- ☐ Ensure all food and food ingredients are from an approved food source.
- ☐ Food preparation employees are discouraged from changing or entering others' workstations during shifts.
- ☐ No sampling of unpackaged food is permitted.

D. MEASURES THAT COMMUNICATE TO THE PUBLIC

- ☐ A copy of this protocol is posted at all public entrances to the facility.
- ☐ Signage is posted at the entrance of the Market and each booth that reminds customers to maintain physical distancing of six feet, the need to wear a face covering at all times, the importance of regular handwashing and the need to stay home if they are feeling ill or have symptoms of COVID-19.
- ☐ Signage is posted that reminds individuals that they are not permitted to eat or drink while at the Market.
- ☐ Signage throughout the Market indicates to customers where to find the nearest hand sanitizer dispenser.
- ☐ Signage at produce vendors that reminds customers to wash all produce before consumption.
- ☐ Online advertisements for the Market (website, social media, etc.) provide clear information about market hours, required use of face coverings, limited occupancy, any policies in regard to admission, preordering, prepayment, pickup and/or delivery and other relevant issues.

E. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES

- ☐ Services that are critical to the customers/clients have been prioritized.
- ☐ Transactions or services that can be offered remotely have been moved on-line.
- ☐ Measures are instituted to assure access to goods and services for customers who have mobility limitations and/or are at high risk in public spaces.

**Any additional measures not included above should be listed on separate pages,
which the business should attach to this document.**

**You may contact the following person with any
questions or comments about this protocol:**

Business Contact Name:

Phone number:

Date Last Revised:

Protocol for Social Distancing: Appendix A

Recent Updates: (Changes highlighted yellow)

12/29/2020:

- Definitions added and multiple updates made to incorporate universal physical distancing, face covering use, and other infection control protocols for all businesses, facilities, and sites.
- Face coverings must be worn by employees working in cubicles, including cubicles equipped with partitions. This is a temporary measure in compliance with the temporary HEALTH OFFICER ORDER issued on November 28, 2020. The requirement is effective from 12:01AM (PST) on November 30, 2020 until further notice. At all times when eating or drinking, employees must maintain a 6-foot distance from others and should do so outdoors, if possible. Eating or drinking at a cubicle or workstation is preferred to eating in a breakroom.

Business name: _____

Facility Address: _____

**Maximum Occupancy, per
Fire Code:** _____

**Approximate gross square
footage of space open to the
public:** _____

All entities are covered by this guidance and must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is inapplicable to the entity or site.

In the protocols that follow, the term “household” is defined as “persons living together as a single living unit” and shall not include institutional group living situations such as dormitories, fraternities, sororities, monasteries, convents, or residential care facilities, nor does it include such commercial living arrangements such as boarding houses, hotels, or motels.¹ The terms “staff” and “employee” are meant to include employees, volunteers, interns and trainees, scholars and all other individuals who carry out work at the site. The term “visitors” or “customers” should be understood to include members of the public and others who are not staff or employees who spend time at the business or site. The terms “site” and “facility” both refer to the building, grounds, and any adjacent buildings or grounds at which permitted activities are conducted.

¹ Los Angeles County Code, Title 22. §22.14.060 - F. Family definition. (Ord. 2019-0004 § 1, 2019.)
https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances?nodeId=TIT22PLZO_DIV2DE_CH22_14DE_22.14.060F

A. SIGNAGE

- ☐ Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.

B. MEASURES TO PROTECT EMPLOYEE HEALTH (CHECK ALL THAT APPLY TO THE FACILITY)

- ☐ Everyone who can carry out their work duties from home has been directed to do so. Work processes are reconfigured to the extent practicable to increase opportunities for staff to work from home.
- ☐ Vulnerable staff (those above age 65, those with chronic health conditions) are assigned work that can be done from home, wherever possible.
- ☐ All employees have been told not to come to work if sick and to follow DPH guidance for self-isolation, if applicable.
- ☐ Information on employer or government-sponsored leave benefits the employee may be entitled to receive that would make it financially easier to stay at home has been communicated to all employees. See additional information on [government programs supporting sick leave and worker's compensation for COVID-19](#), including employee's sick leave rights under the [Families First Coronavirus Response Act](#) and employee's rights to workers' compensation benefits and presumption of the work-relatedness of COVID-19 pursuant to the [Governor's Executive Order N-62-20](#).
- ☐ Work processes are reconfigured to the extent possible to increase opportunities for staff to work from home.
- ☐ Upon being informed that one or more employees, independent contractor and/or temporary worker tests positive for, or has symptoms consistent with COVID-19 (case), the employer has a plan or protocol in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures. See Public Health guidance on [responding to COVID-19 in the workplace](#).
- ☐ Entry screenings are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath, difficulty breathing and fever or chills and whether the individual is currently under isolation or quarantine orders. These checks can be done remotely or in person upon the employees' arrival. A temperature check should also be done at the worksite if feasible.
- ☐ In the event that 3 or more cases are identified within the workplace within a span of 14 days the employer must report this cluster to the Department of Public Health at (888) 397-3993 or (213) 240-7821 or online at www.redcap.link/covidreport. If a cluster is identified at a worksite, the Department of Public Health will initiate a cluster response which includes providing infection control guidance and recommendations, technical support and site-specific control measures. A public health case manager will be assigned to the cluster investigation to help guide the facility response.
- ☐ Employees who have contact with others are offered, at no cost, an appropriate face covering that covers the nose and mouth. The covering is to be worn by the employee at all times during the workday when in contact or likely to come into contact with others. Employees who have been instructed by their medical provider that they should not wear a face covering must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, to be in compliance with [State directive](#), as long as their condition permits it. A drape that is form fitting under the chin is preferred. Masks with one-way valves may not be used. Employees need not wear a face covering when the employee is alone in a private office or a cubicle with a solid partition that exceeds the height of the employee when standing.
- ☐ In compliance with HEALTH OFFICER ORDER FOR CONTROL OF COVID-19: TIER 1 SUBSTANTIAL SURGE RESPONSE issued 12/27/2020, until further notice all employees must wear face coverings at all times except when working alone in private offices with closed doors or when eating or drinking. This requirement overrides the previous exception for employees working in cubicles with solid partitions

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER



exceeding the height of the employee while standing is overridden during the effective period of the temporary order.

- ☐ To ensure that masks are worn consistently and correctly, employees are discouraged from eating or drinking except during their breaks when they are able to safely remove their masks and physically distance from others. At all times when eating or drinking, employees must maintain at least a six-foot distance from others. When eating or drinking, it is preferred to do so outdoors and away from others, if possible. Eating or drinking at a cubicle or workstation is preferred to eating in a breakroom if eating in a cubicle or workstation provides greater distance from and barriers between workers.
- ☐ Staff are instructed to wash or replace their face coverings daily.
- ☐ Occupancy is reduced and space between employees is maximized in any room or area used employees for meals and/or breaks. This has been achieved by:
 - Posting a maximum occupancy sign that is consistent with enabling a distance of at least six feet between individuals in rooms or areas used for breaks; and
 - Staggering break or mealtimes to reduce occupancy in rooms or areas used for meals and breaks; and
 - Placing tables at least six feet apart and assuring six feet between seats, removing or taping seats to reduce occupancy, placing markings on floors to assure distancing, and arranging seating in a way that minimizes face-to-face contact. Use of partitions is encouraged to further prevent spread but should not be considered a substitute for reducing occupancy and maintaining physical distancing.
- ☐ Where possible, outdoor break areas have been created and are equipped with shade covers and seating that enables employees to maintain a 6-foot physical distance at all time from others.
- ☐ All desks or individual workstations are separated by at least six feet.
- ☐ Break rooms, restrooms, and other common areas are being disinfected hourly, on the following schedule:
 - Break rooms: _____
 - Restrooms: _____
 - Other: _____
- ☐ Disinfectant and related supplies are available to all employees at the following location(s):

- ☐ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):

- ☐ Soap and water are available to all employees at the following location(s):

- ☐ Employees are allowed frequent breaks to wash their hands.
- ☐ Each worker is assigned their own tools, equipment and defined workspace. Whenever possible, sharing held items (e.g., phones, tablets, laptops, desks, pens, etc.) is minimized or eliminated.
- ☐ All policies described in this checklist other than those related to terms of employment are applied to staff of delivery and any other companies who may be on the premises as third parties.
- ☐ Copies of this Protocol have been distributed to all employees.
- ☐ Optional—Describe other measures:

**C. MEASURES TO ENSURE PHYSICAL DISTANCING
(CHECK ALL THAT APPLY TO THE FACILITY)**

- ☐ Limit the number of persons within the site at any one time, which allows for customers/visitors and employees to easily maintain at least six-foot distance from one another at all practicable times.
- ☐ Maximum number of persons permitted in the facility to adhere to physical distancing requirements: _____
- ☐ Post an employee at the door to ensure the maximum number of persons in the facility is not exceeded.
 - ☐ The facility or site monitors all entrances in order to track and limit occupancy. Where possible, provide a single, clearly designated entrance and separate exit to help maintain physical distancing.
 - ☐ Be prepared to queue customers/visitors outside while still maintaining physical distance, including through the use of visual cues. If necessary, an employee (or employees if there is more than one entrance) wearing a face covering may be posted near the door but at least 6 feet from the nearest customers to track occupancy and to direct customers/visitors to line up six feet apart outside the entrance if the facility has reached its occupancy limit.
 - ☐ On-property security staff actively remind and encourage customers/visitors and the public to comply with the physical distancing standards, face covering requirements and remind patrons and visitors that on-site eating and drinking is not permitted.
- ☐ If applicable, seating is reconfigured to ensure that all attendees/visitors are able to maintain a physical distance of at least 6 feet between themselves and others who are not members of their household.
- ☐ Optional-Describe other measures:

**D. MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART
(CHECK ALL THAT APPLY TO THE FACILITY)**

- ☐ Placing signs outside the facility reminding people to be at least six feet apart, including when in line.
- ☐ Placing tape or other markings at least six feet apart in customer line areas inside the facility or site and on walkways at public entrances with signs directing customers to use the markings to maintain distance.
- ☐ Separate order areas from delivery areas to prevent customers/visitors from gathering, if applicable.
- ☐ All employees/visitors have been instructed to maintain at least six feet distance from customers and from each other, and persons who are not within their household, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.
- ☐ Provide clearly designated entrances and separate exits, if feasible and appropriate for the space, to help maintain physical distancing and support crowd control. Wherever possible, doors should be left open if they do not open and close automatically.
- ☐ If applicable, institute one-way aisles or walkways to support physical distancing.
- ☐ If applicable, elevator capacity is limited to 4 individuals or fewer at a time for any elevator that does not allow for 6-foot physical distance between riders. All riders are required to wear face coverings. Consider elevator sizes, number of building floors, and daily number of employees to establish physical distancing guidelines appropriate for elevator riders.
- ☐ If applicable, stairwells have been opened for "up" or "down" traffic with increased cleaning of stairwells.
- ☐ Optional—Describe other measures:

E. MEASURES THAT COMMUNICATE TO THE PUBLIC (CHECK ALL THAT APPLY TO THE FACILITY)

- ☐ A copy of this protocol is posted at all public entrances to the facility.

- ☐ Signage posted at all entrance(s) to the facility or site reminds customers to maintain physical distancing of six feet, the need to wear a face covering at all times, the importance of regular handwashing or use of hand sanitizer and the need to stay home if they are feeling ill or have symptoms of COVID-19.
- ☐ Signage throughout the facility or site reminds customers that there is no eating or drinking anywhere on site.
- ☐ Signage throughout the facility or site indicates to customers where to find the nearest hand sanitizer dispenser.
- ☐ Online outlets of the establishment (website, social media, etc.) provide clear information about the hours of operation, required use of face coverings, limited occupancy, any policies in regard to prescheduling appointments or reservations, preordering, prepayment, pickup and/or delivery and other relevant issues.

F. MEASURES TO PROMOTE INFECTION CONTROL

- ☐ Visitors arriving at the establishment are reminded of the requirement to wear a face covering at all times while in the facility or on the grounds of the facility. This applies to all adults and to children 2 years of age and older. Only individuals who have been instructed not to wear a face covering by their medical provider are exempt from wearing one. To support the safety of your employees and other visitors, a face covering should be made available to visitors who arrive without them.
- ☐ Symptom checks are conducted before visitors may enter the facility. Checks must include a check-in concerning cough, shortness of breath, difficulty breathing, fever or chills and whether the individual is currently under isolation or quarantine orders. These checks can be done in person or through alternative methods such as on-line check in systems or through signage posted at the entrance to the facility stating that visitors with these symptoms may not enter the premises.
- ☐ The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased. Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible and making other modifications to increase the quantity of outside air and ventilation in offices and other spaces. See public health guidance on how to optimize ventilation.
- ☐ Contactless payment systems are in place or, if not feasible, payment systems are sanitized hourly. Describe: _____
- ☐ Common and high traffic areas, and frequently touched objects (e.g., handrails, elevator controls, doorknobs or handles, credit card readers, elevator buttons, escalator handrails, etc.) are disinfected on an hourly basis during business hours using EPA approved disinfectants following the manufacturer's instructions for use.
- ☐ Workspaces and the entire facility are cleaned at least daily, with restrooms and frequently touched areas/objects cleaned hourly. Shopping center hours have been adjusted to provide adequate time for regular deep cleaning and product stocking.
- ☐ Public restrooms are sanitized on an hourly basis using EPA approved disinfectants and following the manufacturer's instructions for use, on the following schedule:

- ☐ Public drinking water fountains are turned off and have signs informing customers that they are inoperable.
- ☐ Customers/visitors arriving at the facility with children must ensure that their children stay next to a parent, avoid touching any other person or any item that does not belong to them, and are masked if age permits.
- ☐ Customers/visitors have access to proper sanitation products, including hand sanitizer, tissues and trash cans.
- ☐ Providing for contactless payment systems or, if not feasible, sanitizing payment systems regularly. Describe: _____

- ☐ Optional-Describe other measures (e.g. providing senior-only hours):
-

G. MEASURES FOR FACILITIES OR SITES THAT ARE OPEN TO THE PUBLIC

- ☐ Restrooms normally open to the public shall remain open to the public.
- ☐ Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets, if applicable.
- ☐ Employee(s) assigned to disinfect carts and baskets on an hourly basis, if applicable.
- ☐ Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else inside the store or immediately outside where people have direct interactions.
- ☐ Disinfecting all payment portals, pens, and styluses on an hourly basis.
- ☐ Disinfecting all high-contact surfaces hourly.

H. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES

- ☐ Services that are critical to customers/visitors have been prioritized.
 - ☐ Transactions or services that can be offered remotely have been move on-line.
 - ☐ Measures are instituted at the facility to assure access for goods and services for customers/visitors who have mobility issues and/or are at high risk in public spaces.
 - ☐ Optional- Describe other measures:
-

Any additional measures not included above should be listed on separate pages, which the facility should attach to this document.

You may contact the following person with any questions or comments about this protocol:

Facility Contact Name:

Phone number:

Date Last Revised:



Administrative Report

N.2., File # 21-2000

Meeting Date: 2/2/2021

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE RESIDENTIAL TWO WASTE STREAM PILOT PROGRAM THAT WAS CONDUCTED FROM MARCH 2020 TO NOVEMBER 2020.

EXECUTIVE SUMMARY

The City Council approved the two-waste stream pilot program for the Thursday residential route on February 2, 2020. The pilot program began March 5, 2020 and concluded on November 5, 2020. The Thursday residential route was selected by Athens Services and staff due to having the highest number of one way and narrow streets that potentially would be impacted the greatest or show the greatest benefit of a two-barrel system. It initially was scheduled to run for six months, however due to Covid-19 the pilot program was extended to eight months in order to capture more accurate data; the pilot program operated uninterrupted during the duration of the pilot.

The goal of the pilot program was to analyze whether moving to a two-waste stream system would be beneficial for the City in terms of reducing traffic, reducing wear and tear on City streets, and reducing the City's carbon footprint. During the pilot program, data was collected on waste tonnage, hours spent servicing, miles driven, and number of trips taken.

While the number of trips in and out of the City decreased by two total trips, every other pertinent element increased. For instance, the cumulative amount of time servicing the route increased by approximately ten hours, the cumulative number of miles driven increased by 245 miles, and the total tonnage of all combined material increased by 19 tons. While the reason for the total tonnage increase is possibly due to more residents being at home due to Covid-19 restrictions, the increase in hours spent servicing and the total miles driven are directly correlated with switching from a three-waste stream system to a two-waste stream system.

The increases in service time and miles traveled lead to operational and disposal fee increases, thus the change to a two-barrel system would result in fee increases to all residential households. The current single-family rate of \$20.74 would see an increase of either \$4.25 or \$8.80, depending on agreed upon diversion rates. Given the significant monthly fee increase per residential household, potential decrease in diversion, along with the lack of significant measurable benefits with regards to traffic reduction or environmental benefits, staff would not recommend switching to a two-barrel system at this time.

BACKGROUND

On June 18, 2019 the City Council approved the first amendment with Athens Services, which extended the agreement for an additional nine years plus a twenty-four-month City option to extend. One of the elements of the amendment is the City option to pilot a two-waste stream program on a residential route. This was driven by the Mayor and City Council to assess whether a two-waste stream program would alleviate traffic congestion, noise pollution, improve road safety, and lessen road impact to City streets. The City Council also commented on concentrating the pilot on the narrow streets in the City, which happen to be concentrated in North Redondo Beach.

In August 2019 City Staff met with Athens Services to determine the parameters of the pilot program and determine the logistics and details of the program. After several meetings the City and Athens Services determined the pilot residential route, the outreach plan, and the potential operational outlook. The pilot program included the entire Thursday residential route. This specific route was chosen due to the high number of one way and narrow streets that would potentially be impacted the greatest. The route included 3,794 separate addresses that were included in the pilot program.

Staff and Athens Services presented the pilot program plan to the Public Works Commission on October 28, 2019 and received positive feedback to move forward with the pilot. During the month of January, Athens Services and staff presented the pilot program at the community meetings of District 3, District 4 and District 5 council members. The route included all of District 4 and parts of District 3 and 5. The feedback from the community was mostly positive and supportive of the pilot.

On February 4, 2020 the City Council approved the pilot program plan. Before the pilot was rolled out officially, Athens Services underwent an outreach campaign to the residents within the pilot, which included call blasts, email blasts, bill inserts, mailers, and pilot program flyers. All elements of the program were described in detail in order to least impact the residents.

In essence the two-stream pilot program required two trash trucks instead of three when servicing the trash barrels. The green/organics barrel continued to be serviced by one truck, while the grey/trash and blue/recycling barrels were serviced together by one trash truck. Athens Services utilized the Materials Recovery Facilities (MRF) to sort mixed solid waste, which allowed the recovery of recyclables during the process. Therefore, even though the grey and blue barrel material were comingled at the point of service, the materials were sorted and recyclables recovered during the MRF process. Any disposal residual was transported to the Southeast Resource Recovery Facility (SERRF) to capture higher diversion.

The current three waste stream system operates by having the residential grey bin taken to Southeast Resource Recovery Facility (SERRF) in Long Beach, CA for transformation to energy, while the blue bin is taken to Potential Industries in Wilmington, CA. During the pilot program, the grey and blue barrel materials were taken and processed at Athens' MRF in the City of Industry with the residual disposal processed at SERRF. The green barrel material continued to be sent to American Organics in Victorville, CA.

As illustrated in the tables below, while the number of trips in and out of the City decreased by two total trips, every other pertinent element saw an increase. For instance, the cumulative amount of time servicing the route increased by approximately ten hours, the cumulative number of miles driven increased by 245 miles, and the total tonnage of all combined material increased by 19 tons. While the reason for the total tonnage increase is possibly due to more residents being at home due to

Covid-19 restrictions, the increase in hours spent servicing and the total miles driven are directly correlated with switching from a three waste stream system to a two waste stream system.

Current 3 Barrel System						2 Barrel System					
Routes	Barrel Count	Tons	Hrs	Miles	Trips	Routes	Barrel Count	Tons	Hrs	Miles	Trips
320 Trash & Green	1373	10.5	11:21	86	2	320 Trash	1445	11.8	13:00	149	2
321 Trash & Recycle	1373	11.3	11:48	93	2	321 Trash	1345	12.5	12:30	79	1
322 Trash & Green	1534	10.6	11:07	87	2	322 Trash	1721	13.6	13:00	146	2
323 Trash & Recycle	1388	13.0	11:52	80	2	323 Trash	1501	13.6	12:45	147	2
324 Trash & Recycle	2110	13.0	10:58	86	2	324 Trash	1841	16.9	13:00	147	2
325 Trash & Recycle	1705	14.3	12:00	91	2	325 Trash	2205	16.9	13:00	152	2
326 Recycle & Green	2124	4.8	10:30	94	2	326 Green	1755	8.2	12:15	80	1
327 Recycle & Green	2214	7.8	11:33	98	2	327 Green	2008	10.0	12:00	60	2
Total	13821	85	91:09	715	16	Total	13821	104	101:30	960	14

*Current 3 Barrel System data from March 2019 to November 2019

*2 Barrel System data from March 2020 to November 2020

In a two waste stream system, the trash and recyclables are serviced by the same truck and transferred to the Materials Recovery Facility (MRF) in the City of Industry and any residual waste is transferred to Southeast Resource Recovery Facility (SERRF) in Long Beach, CA. This accounts for the increase in miles traveled as well as the increase in hours servicing the material. For comparison, the current three barrel system includes shorter trips to SERRF for trash disposal along with Potential Industries in Wilmington, CA for recyclables.

The increases in service time and miles traveled lead to operational and disposal fee increases, thus the change to a two barrel system would result in fee increases to all residential households. If the City Council wishes to pursue an amendment to the solid waste agreement to incorporate a two barrel system, Athens Services has provided two options to consider.

Option 1:

- Transport trash and recyclables to the MRF and the residual to SERRF
- Diversion would remain at 75%
- Monthly fee increase per household: **\$8.80 (42% increase)**

Option 2:

- Transport trash and recyclables to the MRF and the residual to the landfill
- Diversion would decrease to 52%
- Monthly fee increase per household: **\$4.25 (20% increase)**

Given the significant monthly fee increase per residential household, potential decrease in diversion, along with the lack of significant measurable benefits with regards to traffic reduction or environmental benefits, staff would not recommend switching to a two-barrel system at this time. Furthermore, as a point of reference, the majority of the South Bay cities operate a three-barrel

system, with the exception of the City of Palos Verdes Estates which has operated a two barrel system for some time.

COORDINATION

The report was coordinated between the Public Works Department and Athens Services.

FISCAL IMPACT

There is no fiscal impact associated with this item at this time.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

- PowerPoint

Two Waste Stream Collection Pilot



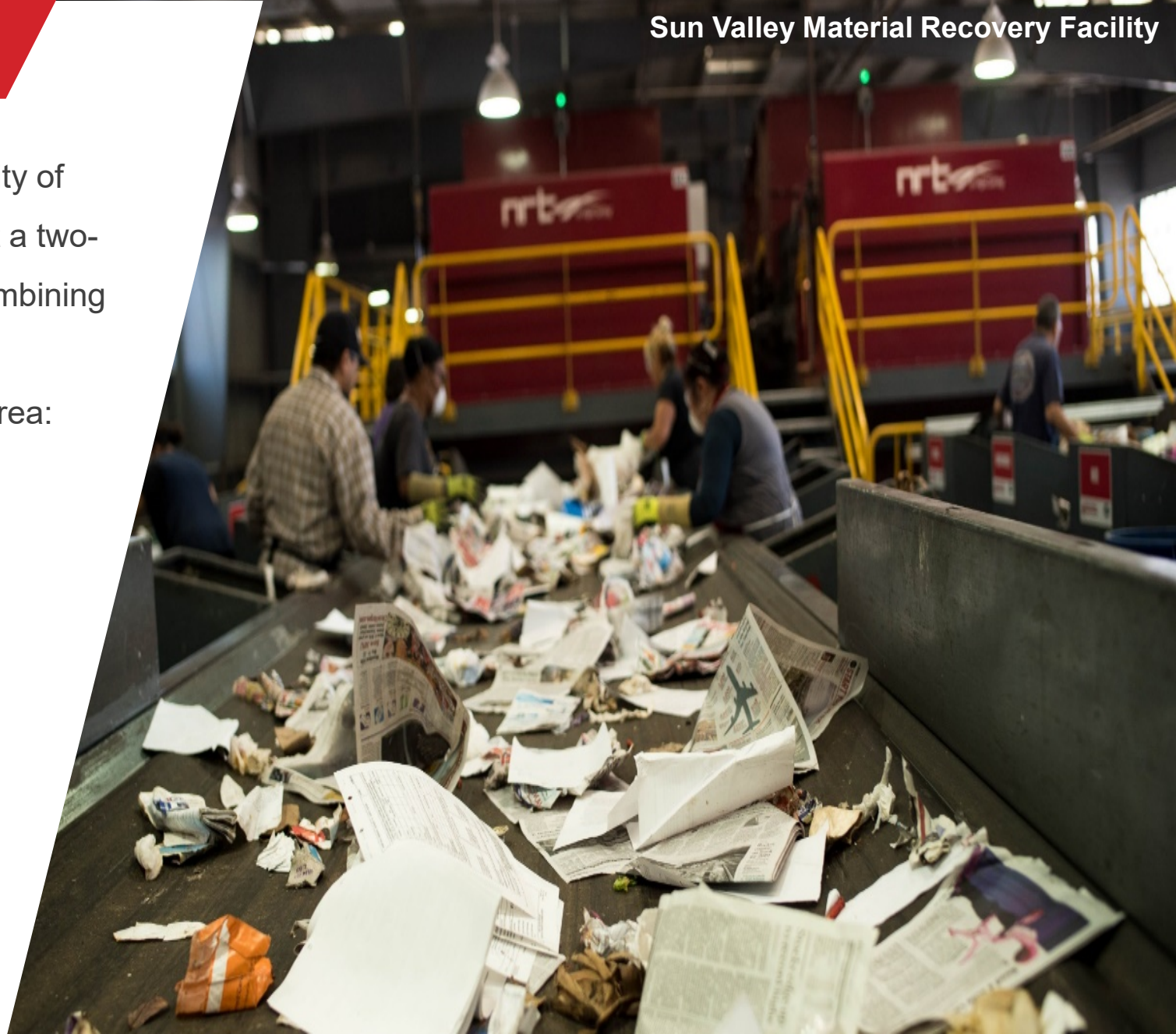
- First Amendment with Athens Services approved June 2019
 - 9 years plus a two-year City option to extend
- Two-waste stream Pilot Program included in the amendment
- Thursday residential route selected due to density and narrow streets
- Pilot program plan presented to the Public Works Commission in October 2019
- Pilot program plan presented and approved by the City Council in February 2020
- Pilot program commenced in March 2020

Pilot Program Hypothesis

In accordance with the waste hauling contract, the City of Redondo Beach directed Athens Services to conduct a two-waste stream pilot program to determine whether combining recycling and trash into one truck will have long term environmental benefits on the city and surrounding area:

The pilot program set forth tested the following environmental benefits:

- Reduction in traffic congestion and noise pollution
- Reduction in carbon footprint within city limits
- Reduction in wear and tear city streets
- Heighten road safety
- Elimination of source separation
- Diversion impacts





Current Collection Program

Athens Services current collection program in Redondo Beach:

Program Collection System

-  Three pass collection- 3 trucks

Containers

-  Three-barrels (Trash, Recycling, Organics)
-  Source Separating

Processing

-  Athens transports trash to SERRF

Diversion

-  75% diversion





Two Waste Stream Collection Pilot Program

Athens Services piloted a Two Waste Stream Collection system in Redondo Beach to analyze the environmental benefits.



Program Collection System

-  Two pass collection- 2 trucks

Containers

-  Two-barrels (Trash/Recycling, Organics)
-  No longer require customers to separate recyclables

Processing

-  Athens processed mixed-waste at State of the Art Material Recover Facility (MRF)
-  Transferred landfill residual to SERFF

Diversion

-  Maintained 75% contract diversion



🚚 Pilot Timeframe

🚚 March 5, 2020 – November 5, 2020

🚚 Two Council Districts

🚚 District 3

🚚 District 4 (majority)

🚚 District 5

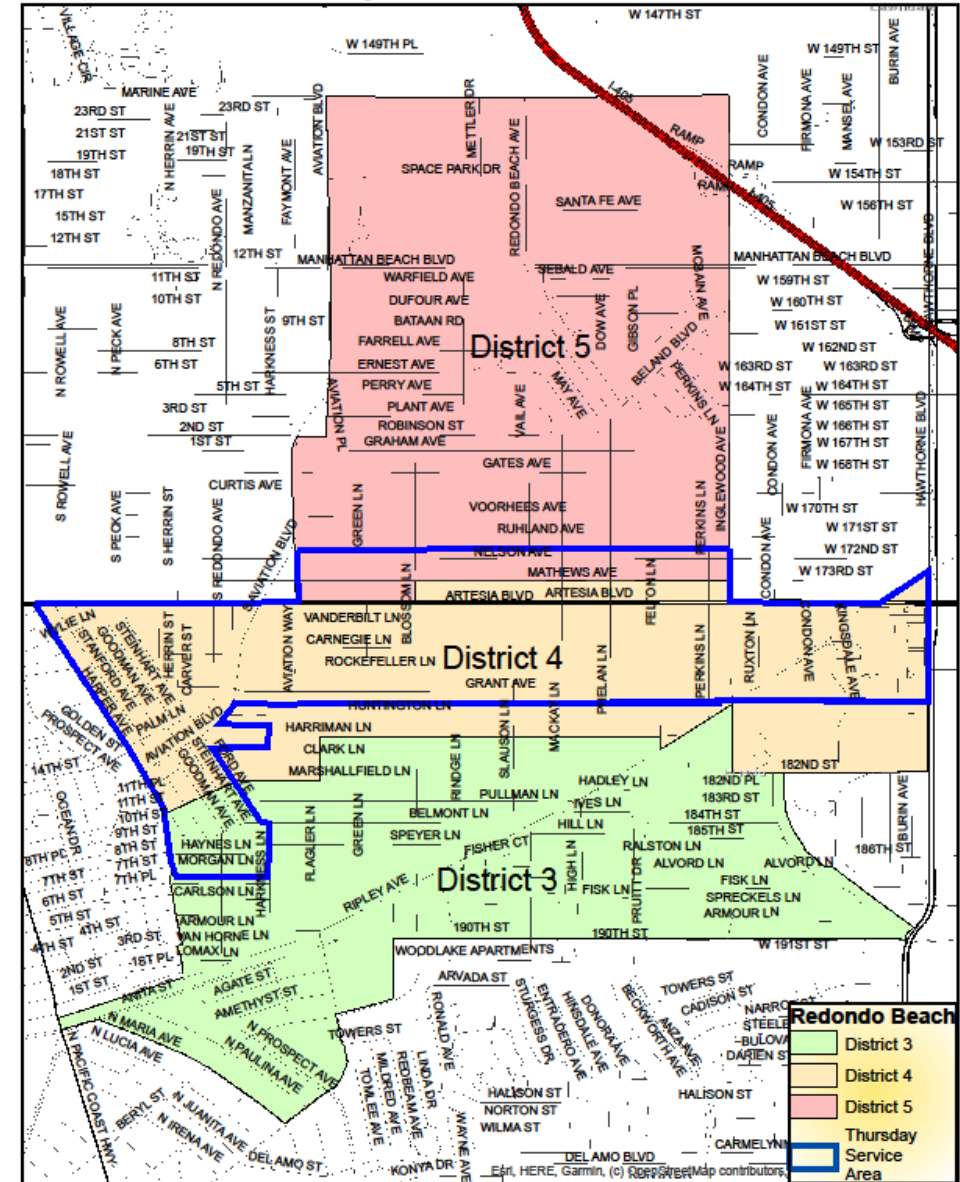
🚚 Residential Count

🚚 3,794

🚚 Route

🚚 Thursdays

Thursday Service area and Districts



Three Waste Streams VS. Two Waste Streams Collection Route Data

Current 3 Barrel System					
Routes	Barrel Count	Tons	Hrs	Miles	Trips
320 Trash & Green	1373	10.5	11:21	86	2
321 Trash & Recycle	1373	11.3	11:48	93	2
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323 Trash & Recycle	1388	13.0	11:52	80	2
324 Trash & Recycle	2110	13.0	10:58	86	2
325 Trash & Recycle	1705	14.3	12:00	91	2
326 Recycle & Green	2124	4.8	10:30	94	2
327 Recycle & Green	2214	7.8	11:33	98	2
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Routes	Barrel Count	Tons	Hrs	Miles	Trips
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323 Trash	1501	13.6	12:45	147	2
324 Trash	1841	16.9	13:00	147	2
325 Trash	2205	16.9	13:00	152	2
326 Green	1755	8.2	12:15	80	1
327 Green	2008	10.0	12:00	60	2
Total	13821	104	101:30	960	14

Two Waste Stream Program Options

Option 1

- 2-Waste Stream- Mixed Waste
- Transport to MRF- residual to SERRF
- Diversion remains at 75%
- Cost increase factors: Operational and Weekly Disposal fees

Weekly Disposal Cost Increase	28,212
Weekly Operations Cost Increase	3,300
Total Weekly Cost Increase	31,512
Total Monthly Cost Increase	136,552
Number of Residences	15,514
Cost per Resident	8.80
Current Monthly Rate	20.74
New Monthly Rate	29.54
Percent Increase	42%

Option 2

- 2-Waste Stream- Mixed Waste
- Transport to MRF- residual to landfill
- Diversion decreases to 52%
- Cost increase factors: Operational and Weekly Disposal fees

Weekly Disposal Cost Increase	11,908
Weekly Operations Cost Increase	3,300
Total Weekly Cost Increase	15,208
Total Monthly Cost Increase	65,901
Number of Residences	15,514
Cost per Resident	4.25
Current Monthly Rate	20.74
New Monthly Rate	24.99
Percent Increase	20%

Option 3

- Remain status quo
- 3-Waste Stream Program

Recommendation

- **Provide input on the findings of the pilot program**



Administrative Report

O.1., File # 21-2017

Meeting Date: 2/2/2021

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

EXECUTIVE SUMMARY

An update will be provided at the City Council meeting regarding (1) the City's continuing coordination with Beach Cities Health District related to the planned operation of a Beach Cities COVID-19 Vaccine Center and (2) recent State/County actions as related to COVID-19 restrictions.

APPROVED BY:

Joe Hoefgen, City Manager



Administrative Report

F.1., File # 21-2022

Meeting Date: 2/2/2021

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.2., File # 21-2025

Meeting Date: 2/2/2021

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 & Economic Development Director

PROPERTY:

A portion of APN: 7505-002-908

NEGOTIATING PARTY:

Esperanza Deese, - Esperanza Deese, an individual

113 W. Torrance Blvd.

Redondo Beach, CA 90277

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

F.3., File # 21-2029

Meeting Date: 2/2/2021

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

Name of case:

Redondo Beach Waterfront, LLC v. City of Redondo Beach, et al.

Case Number: BC682833